

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF
LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT 1919.**

(Sheet 1 of ¹²~~13~~)

DP1163606

Plan of Easement for Stormwater
Drainage Purposes over lot 1 in
DP 1135510

Full name and address of the owner of the land: Inmark DWS Pty Ltd ACN 121 122 183 of 12 Yamma
Street, Sefton NSW 2162

Part 1

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the Plan	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or Prescribed Authorities
1	Easement for stormwater drainage purposes variable width and limited in height and depth (E6)	lot Lot 1 in DP 1135510	Sydney Water

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Part 2

1. Terms of easement for stormwater drainage purposes variable width and limited in height and depth (E6) numbered 1 in the Plan

The terms required for the easement are set out in registered Memorandum AE292285T and are modified as follows:

- (a) Sydney Water will allow vehicles parking into easement space provided that physical barriers are put in place and approved by Sydney Water to prevent the possibility of vehicles contacting the stormwater. The Registered Proprietor will bear all risks, responsibility, and liability for any damage to the stormwater, which may be caused from vehicles parking and contacting the stormwater.
- (b) Sydney Water will not bear any responsibility and liability for any user as a result of inundation, flooding in the Car Park unless the damage to the stormwater pipe is due to normal wear and tear.
- (c) The Registered Proprietor must notify Sydney Water as soon as possible of any damage to the stormwater.

2. Definitions

In this Instrument, the following words have the following meaning:

“Car Park” means the car park forming part of the building on the Land.

“Instrument” means this Instrument.

“Land” means the land the subject of the Plan.

“Lot” means a lot in the Plan.

“Lot Burdened” in connection with the easement, means the Lot burdened by the easement.

“Owners Corporation” means the owners corporation constituted on registration of a Strata Plan.

“Plan” means the plan to which this Instrument relates.

“Registered Proprietor” means the owner, or if more than one jointly the owners, of an estate in fee simple of a Lot Burdened. The expression includes any mortgagee in possession.

“Strata Plan” means a strata plan of subdivision registered under the *Strata Schemes (Freehold Development) Act 1973 (NSW)*.

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“Strata Scheme” means a strata scheme which comes into existence on the registration of a Strata Plan.

Part 2 continued

3. Interpretation

- 3.1. The expression “Registered Proprietor” includes the Registered Proprietor, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment.
- 3.2. Where the Lot Burdened is the subject of a Strata Scheme, reference to the “Registered Proprietor” is a reference to the relevant Owners Corporation constituted on registration of the Strata Plan to which the Strata Scheme relates.
- 3.3. The Registered Proprietor is bound by, and must comply with, the terms of the easement.
- 3.4. In this Instrument,
 - (a) any reference to:
 - (i) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
 - (ii) a thing includes the whole or each part of it; and
 - (iii) the singular includes the plural and vice versa; and
 - (b) headings do not affect the interpretation of this Instrument.
- 3.5. Subject to clause 3.6:
 - (a) if a provision of this Instrument is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
 - (b) if, despite clause 3.5(a) a provision is still void, voidable, unenforceable or illegal and the provision would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
 - (c) in any other case, the whole provision must be severed.
- 3.6. If an event under clause 3.5 occurs, the remainder of this Instrument continues in full force and effect.

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(Sheet 4 of 12)

Plan of Easement for Stormwater
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EXECUTION:

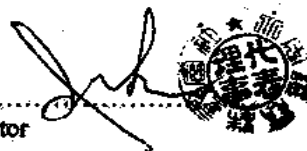
Dated the _____ day of _____ 2011

Registered Proprietor:

Signed by Inmark DWS Pty Ltd ACN 121 122 183 in accordance with section 127 of the *Corporations Act 2001 (NSW)*



Director/Secretary



Director

SEIL kim

Print name

Wan Gyu Yang

Print name

2/21/11

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DP1163606

Plan of Easement for Stormwater
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Registered Mortgagee:

Execution by Suncorp-Metway Pty Limited

SUNCORP METWAY Ltd A.C.N.
010 831 722 BY ITS ATTORNEY
KENNETH HARDING SEETO
WHO CERTIFIES THAT THEY ARE A
LEVEL II ATTORNEY PURSUANT
TO POWER OF ATTORNEY BOOK
3859 NO. 372 OF WHICH THEY HAVE
RECEIVED NO NOTICE OF
REVOCATION

SIGNED IN MY PRESENCE BY
THE SAID ATTORNEY WHO IS
PERSONALLY KNOWN TO ME

KH

Rakhee

WITNESS

Rakhee Vasudev
L2,56 Pitt St Sydney

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DP1163606



Plan of Easement for Stormwater
Drainage Purposes over lot 1 in
DP 1135510

Registered Mortgagee:

Execution by Daewoo Securities Co Ltd



Signature of Witness

Signature of authorized person



Name of Witness



Position of authorised person

 14F Daewoo Securities Bldg, 34-3 Yeouido-dong, Yeongdeungpo-gu

Address of Witness

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Plan of Easement for Stormwater
Drainage Purposes over lot 1 in
DP 1135510

Registered Mortgagee:

Execution by Kumho Investment Bank



Signature of Witness



Signature of authorized
person

光州廣域市東區 錦南路5街127
錦湖綜合金融株式會社
代表理事 金 琰 大



Lee Hyung Seok
Name of Witness
8th Fl., OPUS II Building,
#198, Eulji-ro 2-Ga, Jung-Gu
SEOUL, Korea

Address of Witness

General Manager
Position of authorised person

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DP1163606

Plan of Easement for Stormwater
Drainage Purposes over lot 1 in
DP 1135510

Registered Mortgagee:

Execution by Daewoo Capital Co Ltd

대전광역시 대덕구 둔곡동 228-8
아주캐피탈주식회사
대표이사 이윤



[Signature]
Signature of Witness

Lee Yun Seok
Signature of authorized
person

Choi Dong Seob
Name of Witness
1329-3 Cheongnam Building
Socho-dong Socho-gu, Seoul
Republic of Korea
Address of Witness

Team manager
Position of authorised person

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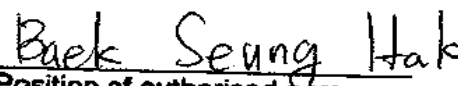
Registered Mortgagee:

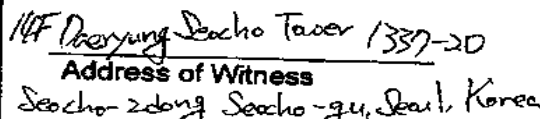
Execution by Woori Financial Co Ltd


Signature of Witness


Signature of authorized
person


Name of Witness


Position of authorised person
General Manager


Address of Witness
Seochon 2-dong Secho-gu, Seoul, Korea

경기도 수원시 팔달구 인계동 1122-12
우리파이낸셜주식회사
대표이사 이 병 재



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Plan of Easement for Stormwater
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Registered Mortgagee:


Execution by Hana Capital Co Ltd


Signature of Witness

Byoung Yong Ko
Name of Witness

Nara B/D (17th floor), 1328-3,
Secho-Dong, Secho-Gu,
Seoul, 137-858, Korea

Address of Witness


Signature of authorized
person

TAE JEONG KIM
Position of authorised person

General Manager

서울시 서초구 서초동 1328-3 나라빌딩 7층

하나캐피탈(주)

代表理事 金宗俊



ePlan

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Registered Mortgagee:

Execution by Endeavor Inc


Signature of Witness


Park, Eun-Ji
Name of Witness

4th Floor, Woori-Bank Bldg.,
96 Jungangno 2-ga, Chuncheon-City,
Gangwon-Do, 200-042, Republic of Korea
Address of Witness

강원도 춘천시 중앙로2가 96,101번지 우리은행춘천지점4층

엔 데 버 주식회사

대표이사 정


Signature of authorized
person

C. E. O
Position of authorised person



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Registered Mortgagee:

Execution by National Agricultural Cooperative Federation



Signature of Witness



Signature of authorized
person

서울특별시 중구 충정로1가 75번지
농업협동조합중앙회
신용대표이사 김 태 영



Kim Hyeong Bong

Name of Witness

OH CHANET JUN

Position of authorised person

General Manager

15, Chungjeong-ro 1ga Jung-gu, Seoul, Korea

Address of Witness

REGISTERED



2.5.2011

Lodger Details

Lodger Code 502780T
Name CHAMBERS RUSSELL LAWYERS
Address MLC CENTRE
GPO BOX 7100
SYDNEY 2001
Lodger Box 1W
Email PROPERTYNOTICES@CHAMBERSRUSSELL.COM.AU
Reference SYD221117

Land Registry Document Identification

AS488569

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
CP/SP84868	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP84868
Other legal entity

Meeting Date

08/09/2022

Repealed by-law No.

Details NOT APPLICABLE

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details SPECIAL BY-LAW 38

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Conditions and Provisions

See attached Approved forms

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP84868
Signer Name DANIEL RUSSELL
Signer Organisation CHAMBERS RUSSELL PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 21/09/2022

CONSOLIDATION/ CHANGE OF BY-LAWS

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP84868	
(B) LODGED BY	Document Collection Box Name, Address or DX, Telephone, and Customer Account Number if any C/- Chambers Russell Lawyers GPO Box 7100 SYDNEY NSW 2001 P (02) 8248 2800 Reference (optional): SYD221117	CODE CH

(C) The Owners-Strata Plan No 84868..... certify that a special resolution was passed on 8 Sep 2022.....

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE.....

Added by-law No. SPECIAL BY-LAW 38.....

Amended by-law No. NOT APPLICABLE.....

as fully set out below:

See Schedule 2 of Annexure A.....

(F) A consolidated list of by-laws affecting the abovementioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. A.....

(G) The seal of The Owners-Strata Plan No. 84868..... was affixed on 20 SEPTEMBER 2022..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature

Name

Authority

Signature

Name

Authority



Consolidated by-laws

The Owners—Strata Plan No 84868

718 George Street, Haymarket 2000



A handwritten signature in black ink, consisting of a series of loops and curves, positioned above a horizontal line.

Signed by the person(s) who attested the affixing of the seal of the Owners Corporation to the Form 15CH Consolidation / Change of By-Laws to which this document is Annexed.

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Schedule 1 Consolidated By-Laws

SECTION 1 - INTRODUCTION

1. BUILDING DESCRIPTION

1.1 Building subject of Strata Scheme

The Building to which the By-laws apply comprises a Strata Scheme constituted under the Development Act and subject to the provisions of the Management Act.

1.2 Building part of Complex

- (a) The Building comprises part of the Complex.
- (b) The Complex comprises the following components (buildings):
 - (i) the Building for subject of these by-laws; and
 - (ii) the Commercial/Retail Building.

1.3 Strata Management Statement

- (a) The Strata Management Statement was registered with the Strata Plan.
- (b) Matters relating to the Strata Management Statement are set out in Section 10 of these by-laws.

2. EXCLUSIVE USE BY-LAWS

2.1 Which are the Exclusive Use By-laws

Each of the by-laws in Section 11 is an Exclusive Use By-law.

2.2 What Exclusive Use By-laws do

- (a) The Owner of a Lot who has the benefit of an Exclusive Use By-law may allow the Occupier of their Lot to exercise the rights of the Owner under the Exclusive Use By-law. The Owner remains responsible to the Owners Corporation in connection with compliance with the Exclusive Use By-Law.
- (b) An Exclusive Use By-law, so far as it relates to a Lot, may only be amended, repealed or revoked by a special resolution of the Owners Corporation and with the consent of the Owner of the Lot.
- (c) The party or parties having the benefit of an Exclusive Use By-law in connection with an Exclusive Use Area which is the subject of an Easement must permit the Benefited Party to exercise their rights under the Easement.
- (d) The consent of the Owner having the benefit of an Exclusive Use By-law must be obtained to the creation of an Easement after the date of registration of these by-laws which affects or relates to the Exclusive Use Area the subject of the Exclusive Use By-law, which consent must not be unreasonably withheld if the proposed Easement does not impact adversely on the rights under the relevant Exclusive Use By-law relating to the Exclusive Use Area.

3. CONSENT

3.1 Consent of Owners Corporation

Where a by-law requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that by-law or unless the activity is a Restricted Matter, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee.

3.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4 may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

3.3 Consent by Executive Committee may be revoked or withheld

Consent given by the Executive Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) subject to by-law 3.4 may be granted or withheld in the absolute discretion of the Executive Committee or be given conditionally.

3.4 Consent not to be withheld if approved by a Rule or Code

Neither the Owners Corporation nor the Executive Committee may withhold its consent to an application by an Owner or Occupier for consent to an activity which is an activity or in a class of activities approved by a current Rule or Code.

3.5 Consent conditions

Owners and Occupiers must comply with any condition in a consent.

3.6 Building Manager

Unless prohibited by the By-laws or the Law, the Owners Corporation may appoint the Building Manager to perform some or all of its Functions in the By-laws.

4. REPORTING

4.1 Obligation on Owners and Occupiers

Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a caretaker or building manager, that act or activity must be reported to the Caretaker or Building Manager; and
- (b) if the Owners Corporation has not appointed a caretaker or building manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Executive Committee.

SECTION 2 - USE OF COMMON PROPERTY

5. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

5.1 General obligations

- (a) Owners and Occupiers must be adequately clothed when on Common Property.
- (b) Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- (c) Owners and Occupiers must ensure their children and the children of their visitors:
 - (i) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
 - (ii) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- (d) Owners and Occupiers must ensure their invitees:
 - (i) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (ii) do not do anything that they cannot do under the By-laws; and
 - (iii) are removed from the Building upon refusing to comply with the By-laws.

5.2 Prohibited behavior

Owners and Occupiers must not:

- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
- (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
- (c) place, attach or hang any item of any kind on Common Property unless permitted to do by a by-law or with the written consent of the Owners Corporation;
- (d) obstruct the lawful use of Common Property by any person;
- (e) smoke while on Common Property or allow smoke to emit from their Lot;
- (f) do anything which is illegal while on Common Property;
- (g) bring or permit to enter, any heavy article which might cause structural damage to the Building;
- (h) do anything to damage or deface Common Property;
- (i) interfere with any personal property vested in the Owners Corporation;
- (j) damage any lawn, plant, tree or garden situated on or within Common Property;
- (k) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (l) place or hang any item on any part of the Common Property;
- (m) park or stand any Vehicle on any part of the Common Property unless it is a Visitors Car Space and unless doing so is not prohibited by the By-laws;
- (n) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;
- (o) interfere with the operation of any Equipment installed in the Common Property;
- (p) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or

- (q) interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation.

5.3 Easements

The Owners Corporation, Owners and Occupiers must do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.

5.4 Duty to notify defects to Owners Corporation

Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property vested in the Owners Corporation.

5.5 Maintenance of installations

Notwithstanding section 62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By- laws.

6. VISITOR CARSPACES

6.1 Obligation on Owners and Occupiers

Owners and Occupiers:

- (a) must not park or stand any Vehicle on any Visitor Car Space;
- (b) must comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces; and
- (c) must ensure their visitors comply with the directions of the Owners Corporation and the Caretaker in connection with access to and use of the Visitor Car Spaces.

7. SECURITY AND SECURITY KEYS

7.1 Obligations and rights of Owners Corporation

- (a) The Owners Corporation is responsible for the issue of, the programming and the coding and re-coding of Security Keys.
- (b) Owners and Occupiers must return to the Owners Corporation or the Building Manager their Security Keys for re-coding within 48 hours of being requested to do so by the Owners Corporation.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or a bond for:
 - (i) any Security Key (whether it is a new Security Key, an additional Security Key or a replacement Security Key); and
 - (ii) the coding or re-coding of any Security Key.
- (d) The Owners Corporation (acting reasonably) may restrict the number of Security Keys it makes available to any Owner or Occupier.

7.2 Obligations of Owners and Occupiers

- (a) Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.
- (b) Owners and Occupiers must close all security doors and gates when they pass through them.
- (c) Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- (d) Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- (e) Owners and Occupiers must promptly notify the Owners Corporation if a Security Key is lost or destroyed.

- (f) Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.

7.3 Access

- (a) If it considers it necessary, the Owners Corporation may:
- (i) close off or restrict by means of a Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
 - (ii) exclude access to any part of the Common Property as a means of monitoring the security of the Building; and
 - (iii) restrict by means of a Security Key access from one level of the Building to any other level.
- (b) If the Owners Corporation restricts access under this by-law, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

7.4 Agreement with third party

The Owners Corporation has the power to make agreements with other parties to manage the Security Key system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

8. MOVING AND DELIVERING GOODS

8.1 Obligations on Owners and Occupiers

Owners and Occupiers must not transport or permit or cause to be transported any Goods through, across or in Common Property except in compliance with the conditions in this by-law.

8.2 Conditions

- (a) Goods may only be transported through, across or in Common Property at times of the day and week as directed by the Owners Corporation and otherwise only in accordance with the directions of the Owners Corporation.
- (b) Without limiting the provisions of clause 8.2(a):
- (i) the Owners Corporation must be given not less than 5 days prior written notice of the intention to transport Goods;
 - (ii) Goods may only be transported through, across or in Common Property during the hours of 9.00 am to 4.30 pm Monday to Saturday (inclusive) or such other time agreed to by the Owners Corporation (but excluding public holidays when Goods may not be transported at all);
 - (iii) Goods may only be transported through or in a lift in the Building if the lift contains a lift blanket;
 - (iv) Goods may not be transported through, across or in the main lobby of the Building at any time; and
 - (v) Goods may only be transported through the basements levels of the Building (unless prior written approval from the Owners Corporation has been obtained to transport through another part of the Building).

- (c) Prior to transporting Goods, Owner and Occupiers must:
- (i) give the Owners Corporation sufficient notice (being not less than 24 hours and in any event so that the expiry date of the notice falls on a week day between 9.00 am and 4.30 pm or such other time agreed to by the Owners Corporation) so as to enable the Owners Corporation to nominate the day and time that the Goods may be transported and to arrange for its representative to be present at the time when the Owner or Occupier requires to transport the Goods;
 - (ii) give to the Owners Corporation a security deposit of \$1,000.00 (or such other amount as may be determined by the Owners Corporation from time to time), which security deposit may be used by the Owners Corporation in accordance with by-law 8.2(f); and
 - (iii) (if the owner or Occupier has engaged a removalist to transport the Goods), give to the Owners Corporation satisfactory evidence of suitable public liability or contractors all risk insurance held by the removalist for the benefit and protection of the Owners Corporation.
- (d) Owners and Occupiers must supervise any removalist engaged by them to transport Goods in order to ensure no damage is caused to Common Property.
- (e) Owners and Occupiers must immediately at their own expense:
- (i) rectify any damage caused to the Common Property by their removalist;
 - (ii) remove any debris or other materials left in or about any part of the Common Property by their removalist; and
 - (iii) clean any part of the Common Property as a consequence of the transport of their Goods.
- (f) The Owners Corporation may apply all or any part of the security deposit for the purpose of remedying any damage to Common Property or a Lot resulting from the transportation of Goods. Any such application by the Owners Corporation shall be without prejudice to any other right of the owners Corporation arising out of the transportation of the Goods or breach of this by-law.

8.3 Hoist

- (a) The hoist is located within the Commercial/Retail Building.
- (b) The hoist is a Shared Facility and as such Owners and Occupiers have the right to use the hoist for the purposes of transporting Goods subject to the terms of the Strata Management Statement.

SECTION 3 - USE OF LOTS

9. OCCUPATION AND USE OF LOTS

9.1 General

- (a) Owners and Occupiers must:
 - (i) keep their Lot clean, tidy and in good repair; and
 - (ii) comply with all Laws affecting their Lot.
- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot;
 - (ii) use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building;
 - (iii) cause any annoyance, disturbance or nuisance to other Owners or Occupiers;

- (iv) break any Law while on their Lot;
- (v) place or hang laundry, towels, rugs, bedding or any other similar item on any part of their Lot that is visible from outside their Lot;
- (vi) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
- (vii) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
- (viii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
- (ix) install or operate any intruder alarm in their Lot which emits an audible signal.

9.2 Floorcoverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

9.3 Window coverings

- (a) Subject to by-law 9.3(b), Owners and Occupiers must ensure the internal blinds installed within their Lot as at the date of registration of the Strata Plan are not changed, replaced or removed.
- (b) Owners and Occupiers may change or replace to replace the internal blinds installed within their Lot as at the date of registration of the Strata Plan when they are in need of repair in which case, so as to maintain the aesthetic integrity of the Building they must be replaced with an identical or similar blind which is approved by the Owners Corporation.
- (c) Owners and Occupiers must ensure the window treatment of their Lot other than the blinds the subject of by-laws 9.3(a) and (b) (such as curtains, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation. Any window treatment such as shutters must be painted, and must be painted in a neutral or off white colour.
- (d) Owners and Occupiers must not attach, erect, install or affix vertical blinds in their Lot which are visible from outside their Lot.
- (e) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (f) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds); or
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot.

9.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces of glass in windows on the boundary of their Lot, including so much as is Common Property.
- (b) Owners and Occupiers must keep clean all interior and exterior surfaces of glass in doors on the boundary of their Lot, including so much as is Common Property unless:
 - (i) the Owners Corporation resolves that it will keep the glass or a specified part of the glass clean; or
 - (ii) that glass or parts of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.
- (c) The Owners Corporation must clean all those parts of the Common Property comprising exterior surfaces of glass and windows at least once in each consecutive period of 12 months (the first period of 12 months commencing on the date of registration of the Strata Plan).

9.5 Balconies

- (a) Owners and Occupiers must:
 - (i) keep the balconies of their Lot clean, tidy and in good repair; and

- (ii) ensure those parts of the balcony comprising rails and door and window frames on the boundary of their Lot which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering.
- (b) Owners and Occupiers must not place any item on the balcony of their Lot;
 - (i) which is fixed;
 - (ii) which is inconsistent with use as a balcony;
 - (iii) which is inconsistent with the aesthetics of the Building;
 - (iv) which is dangerous; or
 - (v) which is likely to cause damage to the Common Property or another Lot.
- (c) Owners and Occupiers must not:
 - (i) place or hang laundry, towels, rugs, bedding or any other similar item on the balcony of their Lot;
 - (ii) use the balcony of their Lot for storage purposes;
 - (iii) place or keep furniture of any kind, equipment of any kind or plants, pots or landscaping items of any kind unless it is a type approved by the Owners Corporation;
 - (iv) allow water to escape from the balcony of their Lot;
 - (v) install or replace any automatic sprinkler system on the balcony of their Lot;
 - (vi) install any taps or hoses on the balcony of their Lot;
 - (vii) use any hoses on the balcony of their Lot; or
 - (viii) obstruct, or place any item on or near the balcony which is likely to obstruct, the balcony fence (being that part of the Common Property on the balcony of a Lot separating that balcony from the balcony of an adjoining Lot or Lots).

9.6 Barbeques

Owners and Occupiers must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
 - (i) it has a cover; or
 - (ii) it is a barbeque approved by, or a type approved by, the Owners Corporation; and
- (b) permit any smoke or odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.

9.7 Car space

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes.
- (c) Owners and Occupiers must not enclose their car space.
- (d) Storage Space
- (e) If at the date of registration of the Strata Plan the Storage Space is not caged, then the Owner or Occupier has the right to erect a cage provided:
 - (i) it is of a similar type of construction material to the cages of the Storage Spaces which are already caged at the date of registration of the Strata Plan;
 - (ii) it is wholly contained within the Lot and does not impact or be constructed on another Lot; and
 - (iii) the Owner complies with all the requirements of the Building Council of Australia and all other Authorities.
- (f) Nothing can be stored in the Storage Space which obstructs any services.

9.8 Commercial operations

- (a) The Owners Corporation must be notified by an Owner or Occupier:**
 - (i) who is carrying out or intends to carry out; or**
 - (ii) who permits or intends to permit any person to carry out, commercial operations from their Lot.**
- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot.**

SECTION 4 - RIGHTS AND CONDUCT OF OWNERS CORPORATION

10. RULES AND CODES

10.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
- (e) the appearance of Lots;
- (f) the appearance of the Building;
- (g) the type of furniture and other items which are prohibited from being placed on balconies;
- (h) the type of Signs; and
- (i) any other matter determined by the Owners Corporation.

10.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace any Rule or Code.
- (b) The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.
- (c) If the Owner is not the Occupier, the Owner must send a copy of any new Rule or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

10.3 Owners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

10.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of the By-laws.

11. PROVISION OF AMENITIES OR SERVICES

11.1 Owners Corporation may contract out

The Owners Corporation may determine to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

- (a) window cleaning
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

11.2 Services fee

If the Owners Corporation makes a resolution referred to in by-law 11.1 to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

12. ACCESS

12.1 Owners Corporation may have access

- (a) The Owners Corporation may, with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
 - (i) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
 - (ii) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public Authority;
 - (iii) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act; and
 - (iv) carrying out work to any gardens and landscaped areas in the Common Property adjacent to the Lot.
- (b) The Owners Corporation may, with or without tools and materials, enter, have access to and pass over the balcony of a Lot for the purposes of exercising its rights in by-law 9.4(c).
- (c) Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its Functions under this by-law.

12.2 Right to store

In order for the Owners Corporation to undertake its Functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation to temporarily store any necessary equipment or material on their Lot.

13. ACCESS TOSERVICES

13.1 Which lots are affected

This by-law relates to the lots referred to in item 6 of the Particulars. Reference in this by-law to "Lot" is a reference severally to each of those lots; reference to "Owner" is a reference severally to the owner or mortgagee in possession of each of those lots; and reference to "Occupier" is a reference severally to the lessee, licensee or party in possession of each of those lots.

13.2 Obligations on Lot Owners

Owners and Occupiers of the Lots the subject of this by-law must:

- (a) make available to the Owners Corporation and any party authorised by the Owners Corporation, on not less than 24 hours' notice, access through and over that part of their Lot comprising the car space or the Storage Space for the purposes of inspecting, cleaning, maintaining, repairing, renewing mid replacing services apparatus in that part or those parts of the Common Property which are only accessible through the car space or the Storage Space; and
- (b) move any Vehicle from their car space or any article from the Storage Space if requested, to enable the Owners Corporation, the Caretaker and any party authorised by either of those parties to exercise their Functions under this by-law.

13.3 Rights in Owners Corporation

If an Owner or Occupier does not comply with a request for access:

- (a) the Owners Corporation or the Caretaker may take whatever action may be reasonably necessary to gain access through that part of the Lot comprising the car space or the Storage Space; and
- (b) the Owner or Occupier will be liable for any costs, damages or expenses incurred by the Owners Corporation as a result of non-compliance with this by-law.

SECTION 5 - RIGHTS AND CONDUCT OF OWNERS AND OCCUPIERS

14. COMPLAINTS AND APPLICATIONS

14.1 To be in writing

- (a) Any complaint or application to the Owners Corporation or the Executive Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

15. LEASE OR LICENCE OF LOTS

15.1 General

This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

15.2 Obligations of owners

If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot must:

- (a) ensure the Occupiers have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time);
- (b) ensure the Occupiers comply with the By-laws and any Rule or Code;
- (c) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent, the Caretaker or Building Manager (if any) about the Occupiers;
- (d) take all action available to ensure the Occupiers comply with the By-laws and Rule or Code and any reasonable notice the Owner receives from the Owners Corporation;
- (e) no later than 7 days after the commencing date of any rental or licence agreement, provide the Owners Corporation and the Building Manager a copy of the front page of the agreement together with contact details of the Occupier and the rental agent; and
- (f) ensure the Occupier gives the Owners Corporation or the Building Manager a photo identification of the occupier no later than 7 days after the commencing date of the agreement.

15.3 Obligations of Occupiers

If an Owner of a Lot has leased or licensed that Lot, the Occupier of the Lot:

- (a) must comply with the By-laws and any Rule or Code; and
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker or Building Manager (if any).

16. COMPENSATION TO OWNERS CORPORATION

16.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

16.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or anyone under their control.

17. LAWS AND REQUIREMENTS

17.1 Obligations of Owners and Occupiers

Owners and Occupiers must:

- (a) comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building;
- (b) comply with the conditions of any Development Consent relevant to their Lot or the Building or the use of their Lot or the Building;
- (c) comply with any notice issued to them by the Owners Corporation seeking them or their visitors or invitees to comply with or to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent;
- (d) comply with any notice issued to them by a relevant Authority seeking them or their visitors or invitees to comply with or to desist from breaching any Law, the requirement of any Authority or a condition in any relevant Development Consent; and
- (e) ensure their visitors and invitees:
 - (i) comply with the requirements of all relevant Laws and Authorities applicable to their Lot and the Building; and
 - (ii) comply with the conditions of any Development Consent relevant to their Lot and the Building or the use of their Lot and the Building.

18. ANIMALS

18.1 Permitted

- (a) Subject to section 49(4) of the Management Act and by-laws 18.1(b) and 18.2, Owners and Occupiers may keep up to 2 animals or birds (not being poultry) on their Lot.
- (b) All dogs and cats must be registered with the appropriate Authority.

18.2 Prohibited

The following animals are not permitted to visit or be kept on any Lot or on any part of the Parcel:

- (a) any dog or cat that is not registered with the appropriate Authority;
- (b) any dog which is declared dangerous under the Companion Animals Act 1998 (NSW);
- (c) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
- (d) any dog which the Australian Government prohibits from importation into Australia (the provisions of this by-law are not retrospective).

18.3 Obligations

- (a) In relation to any animal owned or in the care of an Owner or Occupier, that Owner or Occupier must:
 - (i) clean up all excrement or refuse left upon Common Property by the animal;
 - (ii) make good, or bear the cost of making good, any damage to Common Property by the animal;
 - (iii) ensure the animal is on a leash, caged or otherwise contained when on Common Property; and
 - (iv) ensure the animal does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers.
- (b) If an Owner or Occupier keeps an animal on the Lot the Owner or Occupier must notify the Owners Corporation that the animal is being kept on the Lot and give the Owners Corporation details of the animal (breed, name and registration details).

- (c) any animal declared by the Executive Committee to be a prohibited animal (the provisions of this by-law are not retrospective); and
- (d) any dog which the Australian Government prohibits from importation into Australia (the provisions of this by-law are not retrospective).

18.3 Obligations

- (a) In relation to any animal owned or in the care of an Owner or Occupier, that Owner or Occupier must:
 - (i) clean up all excrement or refuse left upon Common Property by the animal;
 - (ii) make good, or bear the cost of making good, any damage to Common Property by the animal;
 - (iii) ensure the animal is on a leash, caged or otherwise contained when on Common Property; and
 - (iv) ensure the animal does not cause any annoyance, disturbance or nuisance to other Owners or Occupiers.
- (b) If an Owner or Occupier keeps an animal on the Lot the Owner or Occupier must notify the Owners Corporation that the animal is being kept on the Lot and give the Owners Corporation details of the animal (breed, name and registration details).

19. SIGNS

19.1 Prohibited

Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

19.2 Qualification

The provisions of this by-law do not apply to any Sign attached, erected or exhibited:

- (a) on any part of the Building by the Original Owner, any party on behalf of the Original Owner or any party authorised by the Original Owner;
- (b) on any part of the Building by the Building Manager or any party on behalf of the Building Manager in connection with any service or Function provided by the Building Manager to the Owners Corporation; or
- (c) on any part of the Building pursuant to the right to do so under an Exclusive Use By-law.

SECTION 6 - OPERATIONS

20. GARBAGE DISPOSAL

20.1 Non-recyclable Garbage

- (a) Garbage that is non-recyclable must be:
 - (i) separated from Garbage that is recyclable;
 - (ii) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Building Manager, the Council, any relevant Authority or otherwise);
 - (iii) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped); and
 - (iv) placed by Owners and Occupiers in the garbage chute located on that level of the Building in which that Owner's or Occupier's Lot is situated.
- (b) Owners and Occupiers must not place or leave Garbage that is non-recyclable in the Garbage Room, in any Garbage Chute Room or anywhere else on the Common Property.

20.2 Recyclable Garbage

Garbage that is recyclable material must be:

- (a) separated from Garbage that is non-recyclable;
- (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the Building Manager, the Council, any relevant Authority or otherwise);
- (c) in the case of bottles, completely drained; and
- (d) either placed in the relevant receptacles in the Garbage Chute Room on that level of the Building in which the relevant Owner's or Occupier's Apartment is located, or placed in the Garbage Room (as directed by the Owners Corporation).

20.3 Owners and Occupiers must clean spills

Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled anywhere on the Common Property, in a Garbage Chute Room or in the Garbage Room; and
- (b) promptly clean the area on which the Garbage has been spilled.

20.4 General

Owners and Occupiers must not place or leave Garbage anywhere on the Common Property except in accordance with this by-law 20.

SECTION 7 - INSURANCES

21. INSURANCE PREMIUMS

21.1 Obligations of Owners and Occupiers

- (a) Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- (b) Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

21.2 Owner or Occupier liable

- (a) Consent under by-law 21.1(a) allows the Owners Corporation to require an Owner or Occupier to reimburse the Owners Corporation for the higher premiums.
- (b) Owners and Occupiers are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

SECTION 8 - BUILDING WORKS

22. BUILDINGWORKS

22.1 Approval of Owners Corporation required

- (a) Owners may only carry out Building Works if they follow the procedures in this by-law 22. "Building Works" include Minor Building Works and Major Building Works.
- (b) Owners who intend to carry out Minor Building Works must comply with by-law 23.
- (c) Owners who intend to carry out Major Building Works must comply with by-law 24.

22.2 Occupiers

Occupiers must not carry out Minor Building Works or Major Building Works of any kind.

22.3 Qualification

The provisions of this by-law do not apply:

- (a) to any Building Works carried out by or on behalf of the Original Owner; and
- (b) any works carried out pursuant to the right to do so under and Exclusive Use by-law.

23. MINOR BUILDINGWORKS

23.1 Pre-conditions to commencing to carry out Minor Building Works

Owners must not carry out or commence to carry out Minor Building Works unless:

- (a) the Owners Corporation has been given the following written information in connection with the works at least 14 days prior to commencing the works:
 - (i) details of the nature of the works;
 - (ii) details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)); and
 - (iii) details of the proposed commencing date and completion date of the works;
- (b) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies given to the Owners Corporation; and
- (c) all relevant insurances (if applicable) are in place and copies of the policy and a certificate of currency given to the Owners Corporation.

23.2 Conditions when carrying out Minor Building Works

An Owner carrying out Minor Building Works must:

- (a) comply with the reasonable requirements of the Owners Corporation relating to their conduct;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;

- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or if there is no Development Consent within any reasonable times prescribed by the Owners Corporation.

24. MAJOR BUILDING WORKS

24.1 Approval of Owners Corporation required

Owners must not carry out or commence to carry out Major Building Works unless the works and the plans and specifications relating to the works are first approved by the Owners Corporation in the manner contemplated by this by-law.

24.2 Application to Owners Corporation

An Owner wishing to procure the approval of the Owners Corporation to Major Building Works must:

- (a) make an application in writing to the Managing Agent (or if a managing agent has not been appointed, to the Secretary);
- (b) include with the application:
 - (i) any fee prescribed by the Owners Corporation;
 - (ii) detailed plans and specifications for the Major Building Works;
 - (iii) a description of the proposed Major Building Works; and
 - (iv) information as to:
 - (A) whether the proposed Major Building Works are to Common Property or may affect Common Property in any way; and
 - (B) whether the proposed Major Building Works will or are likely to impact on or affect the structural integrity of the Building.

24.3 Rights in Owners Corporation

- (a) In order for the Owners Corporation to process an application for approval for Major Building Works, the Owners Corporation may:
 - (i) require the applicant to submit further information or further plans, specifications or reports;
 - (ii) waive the requirement to submit detailed plans and specifications;
 - (iii) require the applicant to provide a report or certification from a suitably qualified consultant (approved by the Owners Corporation and addressed to the Owners Corporation) confirming the proposed Major Building Works will not impact on the structural integrity of the Building; or
 - (iv) appoint a consultant to review any material or any information provided by the applicant and to make recommendations (the Owners Corporation may require the applicant to pay for or accept responsibility for payment of the consultant's fees).
- (b) In processing an application, the Owners Corporation:
 - (i) may act in its own discretion;
 - (ii) approve it unconditionally or may impose conditions; and

- (iii) may disregard its previous decisions.
- (c) In processing an application, the Owners Corporation may require the payment of a bond:
 - (i) to be applied at the discretion of the Owners Corporation towards any cost incurred by the Owners Corporation in connection with the Major Building Works;
 - (ii) to be applied by the Owners Corporation towards rectification of any damage to Common Property as a result of carrying out the Major Building Works; and
 - (iii) to be applied by the Owners Corporation towards any costs incurred by the Owners Corporation in carrying out its rights and Functions under this by-law 24.
- (d) The role of the Owners Corporation in processing and approving an application is procedural only. The Owners Corporation does not take any responsibility for the adequacy or appropriateness of any approval it may give.
- (e) If the Owners Corporation has not approved an application for Major Building Works within 42 days of receiving the application then the Owners Corporation will be regarded as not approving the application before it.
- (f) The Owners Corporation may revoke an approval if an Owner does not comply with the conditions in the approval.

24.4 Pre-conditions to commencing to carry out Major Building Works

- (a) The provisions of this by-law apply to all Major Building Works, whether to a Lot or to Common Property.
- (b) Owners must not commence to carry out Major Building Works unless:
 - (i) the Owners Corporation has approved the works in accordance with by-laws 24.1 and 24.2;
 - (ii) the Owners Corporation has approved the plans and specifications for the Major Building Works in accordance with by-law 24.2;
 - (iii) all relevant consents from the relevant Authorities have been procured (including a Development Consent (if applicable)) and copies provided to the Owners Corporation;
 - (iv) all relevant insurances (if applicable) are in place and copies of the policy and the certificate of currency provided to the Owners Corporation;
 - (v) the bond (if any) required by the Owners Corporation, has been paid to the Owners Corporation;
 - (vi) the Owners Corporation has been given reports and any other information requested by the Owners Corporation in connection with the Major Building Works; and
 - (vii) the Owners Corporation has been given details of the builder/contractor carrying out the works (and a point of contact (including name and telephone number)).

24.5 Pre-conditions to commencing to carry out Major Building Works to Common Property

- (a) The provisions of this by-law apply to Major Building Works to Common Property.
- (b) If Major Building Works (or some part of them) are to Common Property, then in addition to complying with other relevant parts of this by-law 24, the Owner to whom approval has been given must not commence to carry out the Major Building Works unless:
 - (i) a special resolution has first been passed at a meeting of the Owners Corporation specifically authorising the carrying out of the works; and
 - (ii) (if the ongoing maintenance of the Common Property affected by the works is to be the responsibility of the Owner):
 - (A) a special resolution has first been passed at a meeting of the Owners Corporation stipulating the ongoing maintenance of the Common Property is the responsibility of the Owner;

- (B) the Owners Corporation has made and registered a by-law to that effect; and
- (C) the Owner has given the Owners Corporation its written approval to the making of the by-law.

24.6 Conditions when carrying out Major Building Works

When carrying out Major Building Works an Owner to whom approval has been granted must:

- (a) comply with the reasonable requirements of the Owners Corporation and any conditions in the approval from the Owners Corporation;
- (b) comply with the requirements of all relevant Authorities and the consents from the relevant Authorities;
- (c) ensure the works are carried out in a proper and workmanlike manner;
- (d) use only qualified and where appropriate, licensed tradesmen;
- (e) ensure the works are carried out without undue delay;
- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance to other Owners and Occupiers as is practicable;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are only carried out within the times permitted by any Development Consent or (if applicable) within the times permitted by the approval from the Owners Corporation.

24.7 Access to Common Property

The Owner to whom approval has been granted to carry out Major Building Works is authorised access to all relevant parts of the Common Property for the purposes of carrying out the Major Building Works for such reasonable period of time as may be necessary to carry out the Major Building Works (or for such time as permitted in any approval to the Major Building Works from the Owners Corporation).

24.8 Completion of Major Building Works

On completion of Major Building Works, the Owner who has carried out the works must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building and environs;
- (b) ensure the Common Property is left clean and tidy;
- (c) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works; and
- (d) if required by the Owners Corporation, give the Owners Corporation a letter from a suitably qualified consultant (addressed to the Owners Corporation) certifying the completed Major Building Works do not impact on the structural integrity of the Building or upon Common Property.

24.9 Major Building Works must comply with Laws and requirements of Authorities

An Owner who has carried out Major Building Works must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

24.10 Indemnity

An Owner who has carried out Major Building Works agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses, expenses and damages incurred by the Owners Corporation:

- (a) in connection with the Major Building Works (including costs for approving the Major Building Works); and
- (b) arising out of damage to property (including, without limitation, to the Common Property) or injury to persons as a result of carrying out the Major Building Works or resulting from the Major Building Works once installed.

24.11 Right in Owners Corporation to remedy

At its election, the Owners Corporation may:

- (a) perform any obligation of an Owner which the Owner has failed to perform, within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner of the relevant Lot, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the rate of 10% per annum, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

24.12 Future alterations to Major Building Works

Owners and Occupiers must not make any alterations, additions or modifications to Major Building Works, once installed, without following the procedures in this by-law 24.

24.13 Major Building Works not permitted to remain

Owners must not permit to remain on their Lot or Common Property any Major Building Works which have not been approved by the Owners Corporation in accordance with this by-law 24. The provisions of this by-law do not apply to any Major Building Works carried out prior to the date of registration of this by-law.

24.14 Development Consent

Approval by the Owners Corporation to a Development Application must not be regarded as approval by the Owners Corporation to carry out the Major Building Works the subject of the Development Application. Approval of the Owners Corporation to the Major Building Works must be obtained following the procedures in 1J1 is by-law 24.

SECTION 9 - SERVICE PROVIDERS

25. CARETAKER AGREEMENT

25.1 Appointment

The Owners Corporation may:

- (a) appoint the Caretaker to provide the Building Services for the purposes of assisting the Owners Corporation in its Functions of managing the Common Property, controlling the use of the Common Property and maintaining and repairing the Common Property; and
- (b) enter into the Caretaker Agreement referred to in by-law 25.2 to provide those services.

25.2 Terms of the Caretaker Agreement

- (a) There may be several Caretaker Agreements.
- (b) The first Caretaker Agreement may be for the Initial Period and consecutive agreements may be for such term as agreed between the Owners Corporation and the Caretaker.
- (c) The Caretaker Agreement may contain the following provisions to:
 - (i) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
 - (ii) provide for the annual fee to be reviewed annually in accordance with the consumer price index.
- (d) The agreement may include provisions about:
 - (i) the manner in which the Caretaker must carry out the Building Services;
 - (ii) the manner in which employees and contractors are to be engaged;
 - (iii) the manner in which the Caretaker may be reimbursed for expenses; and
 - (iv) the manner in which the agreement may be assigned.
- (e) The agreement may contain provisions pursuant to which the Owners Corporation:
 - (i) consents to the Caretaker providing the Apartment Services and the Real Estate Services;
 - (ii) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and
 - (iii) agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Apartment Services and the Real Estate Services.

26. OBSTRUCTION OF THE CARETAKER

26.1 Obligations on Owners and Occupiers

Owners and Occupiers must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

SECTION 10 - STRATA MANAGEMENT STATEMENT

27. STRATA MANAGEMENT STATEMENT

27.1 What the Strata Management Statement is about

The Strata Management Statement the subject of this by-law:

- (a) is the instrument registered with the Strata Plan;
- (b) governs the relationship between the Owners Corporation and the other parties to the statement in connection with matters relating to the management of the buildings the subject of the statement and in connection with matters relating to the Shared Facilities; and
- (c) contains rules and by-laws in connection with the Shared Facilities.

27.2 By-laws

The Owners Corporation must do what is reasonable (including passing the relevant resolutions in general meeting to cure any inconsistency) to ensure none of the By-laws and any Rule or Code is inconsistent with the terms of the Strata Management Statement.

27.3 Power to enter into Strata Management Statement

The Owners Corporation has the power to enter into the Strata Management Statement and to appoint a Representative and Substitute Representative on the Building Management Committee.

27.4 Representative of the Building Management Committee

- (a) The Owners Corporation must at all times have a Representative or Substitute Representative on the Building Management Committee, whose identity shall be as determined by by-law 27.4(b).
- (b) Subject to the provisions of by-law 27.4(e), the Representative and Substitute Representative must be a member of the Executive Committee. The Executive Committee must appoint one of its members to be its Representative (and if necessary, Substitute Representative) on the Building Management Committee and has the power to terminate those appointments and to make fresh appointments at meetings of the Executive Committee, as the Executive Committee considers appropriate.
- (c) The Executive Committee must give all necessary directions to the appointed Representative and Substitute Representative to enable those parties to perform their duties as the Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (d) The appointed Representative and Substitute Representative must abide by the decisions and directions of the Executive Committee (and the Owners Corporation in general meeting) when performing their respective Functions as the appointed Representative and Substitute Representative of the Owners Corporation at meetings of the Building Management Committee.
- (e) Unless and until the Owners Corporation receives written notice from the Original Owner that it does not require its nominee to be the Owners Corporation's Representative and Substitute Representative on the Building Management Committee, the Owners Corporation's Representative and Substitute Representative on the Building Management Committee shall be nominees of the Original Owner.

27.5 Consent of the Building Management Committee

- (a) The granting of consent to an Owner or Occupier under the By-laws to the doing of any act, matter or thing is not to be regarded as consent from the Building Management Committee to the act, matter or thing.
- (b) If the consent of the Building Management Committee is required to the doing of any act matter or thing, then the Owners Corporation or any Owner or Occupier who wishes to do the act, matter or thing must procure the consent of the Building Management Committee before doing the act, matter or thing.

27.6 Compliance with Strata Management Statement and directions of Building Management Committee

The Owners Corporation and every Owner and Occupier must comply with:

- (a) their respective obligations in the Strata Management Statement; and
- (b) the directions of the Building Management Committee and the Facilities Manager given in the proper exercise of their respective Functions under the Strata Management Statement.

27.7 Shared Facilities

- (a) In respect of any Shared Facility which is located on or in the Common Property, the Owners Corporation:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.
- (b) In respect of any Shared Facility which is located on or in a Lot, the Owner and Occupier of that Lot:
 - (i) must comply with the terms of the Strata Management Statement so far as it relates to that Shared Facility; and
 - (ii) must not restrict access to that Shared Facility by any party who is entitled to access under the Strata Management Statement.

SECTION 11 - EXCLUSIVE USE BY-LAWS

28. ABOUT THE BY-LAWS IN THIS SECTION

28.1 Exclusive Use By-laws

The by-laws in this Section are Exclusive Use By-laws conferring on the Owner of the Lot the subject of a by-law in this Section exclusive use rights and special privileges in respect of the Common Property. Refer to by-law 2 for an explanation of Exclusive Use By-laws.

29. AIR CONDITIONING

29.1 Definitions

In this by-law:

- (a) reference to "Lot" is a reference to each Lot in the Strata Scheme which is used or designated for residential purposes (and does not include the Commercial Car Space Lots);
- (b) reference to Owners and Occupiers are references to Owners and Occupiers of the Lots the subject of this by-law; and
- (c) "Air Conditioning System" means:
 - (i) the packaged floor standing condensing unit with in built compressor, either within the Lot or located on Common Property; and
 - (ii) the copper water reticulation system (including the Cables).

29.2 Special privilege

Despite any other by-law to the contrary, the Owner has a special privilege to:

- (a) keep attached to the Common Property that part of the Air Conditioning System attached to the Common Property as at the date of registration of the Strata Plan; and
- (b) access all relevant parts of the Common Property to comply with its obligations in this by-law.

29.3 Exclusive use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Common Property to which the Air Conditioning System is attached.

29.4 Responsibility for maintenance and repair

The Owner is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, that part of the Common Property to which the Air Conditioning System is attached. The obligations in this by-law do not extend to structural maintenance and repair which obligations remain with the Owners Corporation.

29.5 Conditions

When exercising its rights and obligations in this by-law, the Owner:

- (a) must keep the Air Conditioning System clean and in a good state of repair and condition;
- (b) must ensure the Air Conditioning System is regularly maintained by properly qualified contractors; and
- (c) must comply with, and must ensure its contractors comply with, Occupational Health and Safety Legislation when operating, maintaining, repairing and renewing the Air Conditioning System.

30. INTERCOM SYSTEM

30.1 Definitions

In this by-law:

- (a) reference to "Lot" is a reference to each Lot in the Strata Scheme which has access to the Intercom System;
- (b) reference to "Owners and Occupiers" are references to Owners and Occupiers of the Lots the subject of this by-law; and
- (c) "Intercom System" means the intercom system within each Lot and on Common Property: the expression includes the central system and all handsets in Lots.

30.2 Special Privilege

Despite any other by-law to the contrary, the Owner has as special privilege to connect to and use the Intercom System.

30.3 Exclusive Use

Despite any other by-law to the contrary, the Owner has the exclusive use of those parts of the Intercom System relating to the Owner's Lot.

30.4 Maintenance and repair

- (a) Subject to by-law 30.4(a), the Owners Corporation is responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the Intercom System whether located within an Owner's Lot or on Common Property.
- (b) The Owner is responsible for any damage to the Intercom System caused or contributed to as a result of the deliberate, negligent or malicious act of the Owner or Occupier of the Lot.

SECTION 12 - DICTIONARY AND INTERPRETATION

31. DICTIONARY

31.1 Meaning of terms

In these by-laws, these terms (in any form) mean:

Apartment means the apartment comprised within a Lot.

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of an Apartment.

Authority means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Building.

Benefited Party means any person or body corporate having the benefit of an Easement.

Building means the building or buildings constructed within the Parcel being the building described in the Particulars.

Building Management Committee means the building management committee constituted under the Strata Management Statement.

Building Manager means either the Caretaker or another party appointed by the Owners Corporation to assist it in carrying out some of its Functions.

Building Services means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes, wires and ducts.

Caretaker means the person appointed by the Owners Corporation pursuant to the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 25.1.

Code means a code made by the Owners Corporation in accordance with by-law 10.1 (as it may be amended or changed).

Commercial Car Space Lots means the lots referred to in the Particulars.

Commercial/Retail Building means that part of the Complex known as the Commercial/Retail Building contained within a separate Stratum Lot and comprising retail areas and commercial suites.

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Complex means the building comprising the Building the subject of these by-laws and the Commercial Retail Building.

Council means the council in whose municipality the Building is situated.

Development Act means the Strata Schemes (Freehold Development) Act 1973 (NSW).

Development Application means an application for a development consent made under the Environmental Planning and Assessment Act 1979 (NSW).

Development Consent means a consent to a Development Application issued under the *Environmental Planning and Assessment Act 1979 (NSW)* and includes all amendments and variations to that consent.

Easement means any easement or restrictive covenant burdening or benefiting the Common Property.

Equipment includes plant, machinery, equipment and security devices.

Exclusive Use Area means that part or those parts of the Common Property the subject of an Exclusive Use By-law.

Exclusive Use By-law means an exclusive use and special privilege by-law made in accordance with Division 4 Part 5 Chapter 2 of the Management Act

Executive Committee means the executive committee appointed by the Owners Corporation.

Facilities Manager means the facilities manager appointed by the Building Management Committee.

Function includes a right or obligation.

Garbage means any refuse, recyclable material or waste.

Garbage Chute Room means those parts of the Common Property on each level of the Building containing the garbage chute.

Garbage Room means that part or those parts of the Common Property which is the garbage room.

Goods includes items requiring transport in the nature of plant, machinery, equipment, furniture, appliances, boxes, merchandise, materials, waste (domestic and commercial), refuse and garbage: the expression includes associated receptacles but excludes baby strollers, shopping bags on wheels, prams, luggage, wheelchairs and items of a personal nature carried by only one person.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Initial Period has the meaning given to the term by the Management Act.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Major Building Works means:

- (a) any works which affect the external appearance of a Lot or the Strata Scheme;
- (b) changes to the external colour of materials of a Lot or the Strata Scheme (including those on the balcony, terrace or courtyard of a Lot);
- (c) the installation of sun blinds, security bars (or other security devices), flyscreens and other fixtures to the external surfaces of a Lot or the Strata Scheme;
- (d) the installation of a Sign;
- (e) the erection of any new structures in a Lot or the Strata Scheme;
- (f) alterations to, additions to, removal of repair or replacement of:
 - (i) any part of the Common Property (such as (by way of example only) Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of a Lot;
 - (iii) the internal walls inside a Lot (such as dividing walls even though they may not be Common Property); and
 - (iv) the balcony attached to a Lot (such as, by way of example only, enclosing it or changing security screens, railings or balustrades).

Management Act means the Strata Schemes Management Act 1996 (NSW).

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act.

Minor Building Works means any alterations to, additions to, removal of, repair of or replacement of any part of a Lot or any fixture in a Lot which are not Major Building Works (such as (by way of example only), floors, flooring, underlay, the surface of internal walls, tiles, bathroom fixtures, kitchen fixtures).

Occupation Health and Safety Legislation means all legislation relating to occupational health and safety applicable to the Building including without limitation *Occupational Health and Safety Act 2000 (NSW)*.

Occupier means the lessee, licensee or otherwise the occupier of a Lot (not being the Owner of the Lot).

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan, being the party described as such in the Particulars.

Owner means the registered proprietor, or mortgagee in possession, for the time being of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Particulars means the table of information at the beginning of these by-laws.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of Lots.

Representative means the representative of the Owners Corporation on the Building Management Committee.

Restricted Matter means a matter or class of matter:

- (a) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (b) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 10.1 (as they may be amended or changed).

Secretary means the secretary of the Owners Corporation.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Shared Facilities means the services and facilities described as "Shared Facilities" in the Strata Management Statement.

Sign includes any sign, light, advertisement, name, notice, placard, banner or other similar item the purpose of which is to advertise any product, service or activity, and includes any Sign advertising a Lot for sale or to let.

Storage Space means that part of the Parcel designed for storage purposes and includes a Lot marked as being for storage on the Strata Plan, any part of a Lot marked as being for storage on the Strata Plan and any part of a Lot enclosed by wire mesh and which has been designed for storage.

Strata Management Statement means the strata management statement registered with the Strata Plan.

Strata Plan means the strata plan referred to in the Particulars.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Stratum Lot means a lot in a Stratum Plan.

Stratum Plan means a plan of subdivision as defined by s7A of the *Conveyancing Act 1919 (NSW)* which has not been subdivided under the Legislation.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

Stratum Lot means a lot in a Stratum Plan.

Stratum Plan means a plan of subdivision as defined by s7A of the *Conveyancing Act 1919 (NSW)* which has not been subdivided under the Legislation.

Substitute Representative means the substitute representative of the Owners Corporation on the Building Management Committee.

Vehicle includes motor cars, motor bicycles, bicycles, boats, caravans, trucks and trailers.

Visitor Car Space means those parts of the Common Property designated as a visitor car space.

32. INTERPRETATION

32.1 Undefined words

Undefined words in these by-laws have the same meaning as they do in the Management Act and the Strata Management Statement.

32.2 Interpretation

Any reference to:

- (a) legislation includes regulations, proclamations, ordinances and by-laws made under that legislation;
- (b) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and by-laws issued under the later legislation;
- (c) a thing includes the whole or each part of it; and
- (d) the singular includes the plural and vice versa.

32.3 Headings

Headings do not affect the interpretation of the By-laws.

SECTION 13 - SPECIAL BY-LAWS

SPECIAL BY-LAW 33- COSMETIC WORK

33.1 Introduction

This by-law sets out the rules you must follow if you intend to carry out cosmetic work to a common area in the building in connection with your apartment.

33.2 Definitions & Interpretation

33.2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "apartment" means a lot in the strata scheme,
- (c) "building" means the building in the strata scheme in which your apartment is located,
- (d) "common area" means the common property in the strata scheme,
- (e) "cosmetic work" means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) installing or replacing hooks, nails, screws or the like for hanging paintings and other things on walls,
 - (ii) installing any device used to affix decorative items to the internal surfaces of walls in your apartment,
 - (iii) installing or replacing handrails,
 - (iv) painting,
 - (v) filling minor holes and cracks in internal walls,
 - (vi) laying carpet,
 - (vii) installing or replacing built-in wardrobes,
 - (viii) installing or replacing internal blinds and curtains,
 - (ix) installing any locking or other safety device to improve safety within your apartment,
 - (x) installing any locking or other safety device for protection of your apartment against intruders,
 - (xi) installing any screen or other device to prevent entry of animals or insects on your apartment,
 - (xii) installing any structure or device to prevent harm to children, but cannot include non-cosmetic work,
- (f) "non-cosmetic work" means:
 - (i) work that consists of minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
 - (ii) work involving structural changes,
 - (iii) work that changes the external appearance of an apartment, including the installation of an external access ramp,

- (iv) work that detrimentally affects the safety of an apartment or common area, including fire safety systems,
- (v) work involving waterproofing or the plumbing or exhaust system of a building,
- (vi) work involving reconfiguring walls,
- (vii) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
- (g) "strata scheme" means the strata scheme to which this by-law applies, and
- (h) "you" means an owner of an apartment and includes your successors in title.

33.2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

33.3 Cosmetic Work

33.3.1 You may carry out cosmetic work without the approval of the owners corporation.

33.3.2 If you carry out cosmetic work, you must comply with the rules for cosmetic work specified in this by-law.

33.4 Rules for Cosmetic Work

33.4.1 During Cosmetic Work

During any cosmetic work you carry out, or which a person carries out on your behalf, you must:

- (a) **Standard of Workmanship**
ensure the cosmetic work is carried out in a competent and proper manner utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Cosmetic Work**
make certain the cosmetic work is completed in accordance with any specifications for it and complies with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Cosmetic Work**
make sure the cosmetic work is carried out with due diligence and is completed as soon as practicable from the date of commencement,
- (d) **Times for Cosmetic Work**
ensure that the cosmetic work is only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and is not carried out during any other times,

- (e) **Appearance of Cosmetic Work**
ensure the cosmetic work is carried out and completed in a manner which is in keeping with the rest of the building,
- (f) **Noise During Cosmetic Work**
ensure the cosmetic work does not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (g) **Transportation of Construction Equipment**
ensure that all construction materials and equipment in connection with the cosmetic work are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (h) **Debris**
ensure that any debris and rubbish associated with or generated by the cosmetic work is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (i) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,
- (j) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the cosmetic work from damage, the entry of water or rain and from dirt, dust and debris relating to the cosmetic work and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (k) **Daily Cleaning**
clean any part of the common areas affected by the cosmetic work on a daily basis and keep all of those common areas clean, neat and tidy during the cosmetic work,
- (l) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the cosmetic work,
- (m) **Costs of Cosmetic Work**
pay all costs associated with the cosmetic work.

33.4.3 After Cosmetic Work

You must:

- (a) **Maintenance of Cosmetic Work**
properly maintain the cosmetic work and keep it in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of the cosmetic work,
- (b) **Repair Damage**
repair any damage caused to another apartment or any common area by the carrying out of the cosmetic work in a competent and proper manner,
- (c) **Prevent Excessive Noise**
ensure that any equipment forming part of the cosmetic work does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the cosmetic work or the altered state or use of any of the common areas arising from the cosmetic work or your breach of this by-law,

- (e) Comply with the Law
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the cosmetic work and the requirements of the local council concerning the cosmetic work.

33.5 Breach of this By-Law

33.5.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

33.5.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

33.6 Specification of Additional Cosmetic Work

To avoid doubt, this by-law specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act.

33.7 Decision of Owners Corporation not to Maintain Cosmetic Work

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any item of cosmetic work done by you; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any item of cosmetic work done by you, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 34– MINOR RENOVATIONS

34.1 Introduction

This by-law sets out the rules you must follow if you intend to carry out minor renovations to a common area in the building in connection with your apartment.

34.2 Definitions & Interpretation

34.2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “Act” means the Strata Schemes Management Act 2015,
- (b) “apartment” means a lot in the strata scheme,
- (c) “building” means the building in the strata scheme in which your apartment is located,
- (d) “common area” means the common property in the strata scheme,
- (e) “minor renovations” means any work to a common area in the building in connection with your apartment for the following purposes:
 - (i) renovating a kitchen,

- (ii) renovating a bathroom in a manner that does not involve waterproofing,
- (iii) renovating any other room in your apartment in a manner that does not involve waterproofing or structural changes,
- (iv) changing recessed light fittings,
- (v) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
- (v) installing or replacing wood or other hard floors,
- (vii) installing or replacing wiring or cabling or power or access points,
- (viii) installing or replacing pipes and ducts,
- (ix) work involving reconfiguring walls in a manner that does not involve structural changes,
- (x) installing a rainwater tank,
- (xi) installing a clothesline,
- (xii) installing a reverse cycle split system air conditioner or a ducted air conditioning system,
- (xiii) installing double or triple glazed windows,
- (xiv) installing a heat pump or hot water service,
- (xv) installing ceiling insulation,
- (xvi) installing an aerial or antenna,
- (xvii) installing a satellite dish with a diameter no greater than 1.5 metres,
- (xviii) installing a skylight, whirlybird, ventilation or exhaust fan in a roof directly above your apartment,

but cannot include non-minor renovations,

(f)“non-minor renovations” means:

- (i) work that consists of cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,
- (ii) work involving structural changes,
- (iii) work that changes the external appearance of a lot, including the installation of an external access ramp,
- (iv) work involving waterproofing,
- (v) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979,
- (vi) work that is authorised by a by-law made under section 108 of the Act or a common property rights by-law,

(g) “strata scheme” means the strata scheme to which this by-law applies, and

- (h) “you” means an owner of an apartment and includes your successors in title.

34.2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

34.3 Minor Renovations Approval Process

34.3.1 Minor Renovations Require Approval

You may carry out, or permit another person to carry out on your behalf, minor renovations with the approval of the owners corporation or strata committee.

34.3.2 The Approval Process

- (1) If you wish to carry out minor renovations you must make an application to the owners corporation in order to seek its approval of the minor renovations.
- (2) The application must be in writing and sent to the strata managing agent of the owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.
- (3) Your application must contain:
 - (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the minor renovations,
 - (d) drawings, plans and specifications for the minor renovations,
 - (e) an estimate of the duration and times of the minor renovations,
 - (f) details of the persons carrying out the minor renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the minor renovations.

- (4) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- (5) The owners corporation may engage a consultant to assist it review your application.
- (6) The owners corporation may:
 - (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- (7) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

34.4 Conditions for Minor Renovations

34.4.1 Before the Minor Renovations

(1) Before commencing the minor renovations, you must:

- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the minor renovations and the estimated end date of the minor renovations,
- (b) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the minor renovations holds a current:
 - (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy (if required by law), and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the minor renovations (if required by law),
- (c) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the minor renovations do not involve structural changes,
- (d) **Acoustic Consultant's Report**
if the minor renovations will involve removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from floor coverings in a laundry, lavatory or bathroom), if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
- (e) **Dilapidation Report**
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
- (f) **Bond**
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$5,000 or such other amount determined from time to time by the owners corporation,

- (g) **Costs**
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for minor renovations including any consultant's costs.
- (2) If you have not complied with any of the conditions set out in clause 4.1.1 you must not begin the minor renovations and if you have already begun the minor renovations you must immediately stop them.

34.4.2 During the Minor renovations

During the minor renovations you must:

- (a) **Standard of Workmanship**
ensure the minor renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Minor Renovations**
make certain the minor renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Minor Renovations**
make sure the minor renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,
- (d) **Times for Minor Renovations**
ensure that the minor renovations are only carried out between the hours of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) **Times for Operation of Noisy Equipment**
make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) **Appearance of Minor Renovations**
ensure the minor renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) **Noise During Minor Renovations**
ensure the minor renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (h) **Transportation of Construction Equipment**
ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (i) **Debris**
ensure that any debris and rubbish associated with or generated by the minor renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (j) **Storage of Building Materials on Common Areas**
make sure that no building materials are stored in a common area,

- (k) **Protection of Building**
protect all areas of the building outside your apartment which are affected by the minor renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the minor renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (l) **Daily Cleaning**
clean any part of the common areas affected by the minor renovations on a daily basis and keep all of those common areas clean, neat and tidy during the minor renovations,
- (m) **Interruption to Services**
minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,
- (n) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the minor renovations on reasonable notice,
- (o) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (p) **Security**
ensure that the security of the building is not compromised and that no external doors in the common area of the building are left open and unattended or left open for longer than is reasonably necessary during the minor renovations,
- (q) **Variation to Minor Renovations**
not vary the minor renovations without obtaining the written approval of the owners corporation or strata committee,
- (r) **Costs of Minor renovations**
pay all costs associated with the minor renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the minor renovations.

34.4.3 After the Minor Renovations

After the minor renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the minor renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the minor renovations on reasonable notice,
- (c) **Restore the Common Areas**
restore all common areas damaged by the minor renovations as nearly as possible to the state which they were in immediately prior to commencement of the minor renovations,
- (d) **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the minor renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,

- (e) **Acoustic Consultant's Report**
if the minor renovations involved removing carpet or other soft floor coverings to expose underlying wooden or other hard floors or installing or replacing wood or other hard floors (apart from in a laundry, lavatory or bathroom), if required by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings.

34.4.4 Enduring Obligations

You must:

- (a) **Maintenance of Minor Renovations**
properly maintain the minor renovations and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those minor renovations,
- (b) **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the minor renovations in a competent and proper manner,
- (c) **Prevent Excessive Noise**
ensure that any equipment forming part of the minor renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Flooring**
ensure that any floor coverings installed or exposed in an apartment during the minor renovations are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),
- (e) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the minor renovations or the altered state or use of any of the common areas arising from the minor renovations or your breach of this by-law,
- (f) **Insurance**
if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the minor renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the minor renovations or repair any damage to the building caused by the minor renovations,
- (g) **Comply with the Law**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the minor renovations and the requirements of the local council concerning the minor renovations.

34.5 Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the minor renovations, or
- (b) cleaning any part of the common area as a result of the minor renovation and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the minor renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

34.6 Breach of this By-Law

34.6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

34.6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

34.7 Approvals

The strata committee may approve minor renovations under this by-law. To avoid doubt, the owners corporation delegates its functions under section 110 of the Act to the strata committee.

34.8 Specification of Additional Minor Renovations

To avoid doubt, this by-law specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act.

34.9 Decision of Owners Corporation not to Maintain Minor Renovations

To avoid doubt, the owners corporation determines that:

- (a) it is inappropriate for the owners corporation to maintain, renew, replace or repair any minor renovations done by you pursuant to an approval granted under this by-law; and
- (b) in the light of the obligations imposed on you in this by-law to maintain, renew, replace or repair any such minor renovations, its decision will not affect the safety of any building, structure or common area in the strata scheme or detract from the appearance of any property in the strata scheme.

SPECIAL BY-LAW 35 – MAJOR RENOVATIONS

35.1 Definitions & Interpretation

35.2.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “Act” means the Strata Schemes Management Act 2015,
- (b) “apartment” means a lot in the strata scheme,
- (c) “annexure” means the annexure to this by-law,
- (d) “building” means the building in the strata scheme in which your apartment is located,
- (e) “common area” means the common property in the strata scheme,
- (f) “cosmetic work” means cosmetic work for the purposes of section 109 of the Act and any by-law that specifies additional work that is to be cosmetic work for the purposes of section 109 of the Act,

- (g) “major renovations” means any work to an apartment or a common area in the building in connection with your apartment for the following purposes:
 - (i) work involving structural changes such as the removal of the whole or part of a load bearing wall,
 - (ii) work that changes the external appearance of your apartment, including the installation of an external access ramp, awning, pergola or vergola or installation of a new window in a boundary wall of your apartment,
 - (iii) work involving waterproofing such as a bathroom renovation involving the laying of a new waterproof membrane,
 - (iv) work for which consent or another approval is required under any other Act such as development consent of the local council under the Environmental Planning and Assessment Act 1979, but cannot include cosmetic work or minor renovations,
- (h) “minor renovations” means minor renovations for the purposes of section 110 of the Act and any by-law that specifies additional work that is to be a minor renovation for the purposes of section 110 of the Act,
- (i) “strata scheme” means the strata scheme to which this by-law applies, and
- (j) “you” means an owner of an apartment and includes your successors in title.

35.2.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law, and
- (f) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

35.2 Major Renovations Approval Process

35.3.1 Major Renovations Require Approval

You must not carry out, or permit anyone else to carry out, major renovations without the prior written approval of the owners corporation.

35.3.2 The Approval Process

- (1) If you wish to carry out major renovations you must make an application to the owners corporation in order to seek its approval of the major renovations.
- (2) The application must be in writing and sent to the strata managing agent of the

owners corporation or, if there is no strata managing agent, to the secretary of the owners corporation.

- (3) Your application must contain:
- (a) your name, address and telephone number,
 - (b) your apartment and lot number,
 - (c) details of the major renovations,
 - (d) drawings, plans and specifications for the major renovations,
 - (e) an estimate of the duration and times of the major renovations,
 - (f) details of the persons carrying out the major renovations including the name, licence number, qualifications and telephone number of those persons,
 - (g) details of arrangements to manage any resulting rubbish or debris arising from the major renovations.
- (4) Your application must also contain a motion and by-law generally in the form set out in the annexure (with the blanks appropriately completed) and your written consent to that by-law if the major renovations will involve alterations or additions to a common area.
- (5) The owners corporation may request further information to supplement the information contained in your application but it must not act unreasonably when doing so.
- (6) The owners corporation may engage a consultant to assist it review your application.
- (7) The owners corporation may:
- (a) approve your application either with or without conditions, or
 - (b) withhold approval of your application (but it must not act unreasonably when doing so).
- (8) If your major renovations will involve alterations or additions to a common area, and the owners corporation approves your application, the owners corporation must do so by passing a special resolution at a general meeting to approve the motion and by-law submitted with your application (or a substantially similar motion and by-law).
- (9) You must comply with any conditions which the owners corporation issues as part of its approval and the conditions contained in this by-law.

35.3 Conditions for Major Renovations

35.4.1 Before the Major Renovations

- (1) Before commencing the major renovations, you must:
- (a) **Prior Notice**
give the owners corporation at least 14 days' written notice. Your written notice must include the estimated start date of the major renovations and the estimated end date of the major renovations,
 - (b) **Local Council Approval**
if required by law, obtain a complying development certificate for or development consent of the local council to the major renovations and a construction certificate for the major renovations, and give copies of them to the owners corporation,

- (c) **Contractor's Licence and Insurance Details**
give the owners corporation a copy of a certificate or other document demonstrating that the contractor who will carry out the major renovations holds a current:
- (i) licence,
 - (ii) all risk insurance policy which must include public liability cover in the sum of \$10,000,000.00,
 - (iii) workers compensation insurance policy, and
 - (iv) home building compensation fund insurance policy under the Home Building Act 1989 for the major renovations (if required by law).
- (d) **Engineer's Report**
if requested to by the owners corporation, give the owners corporation a report from a structural engineer addressed to the owners corporation certifying that the major renovations will not have a detrimental affect on the structural integrity of the building or any part of it,
- (e) **Acoustic Consultant's Report**
if the major renovations will involve changes to the floor coverings in your apartment (apart from floor coverings in a laundry, lavatory or bathroom) by, for example, installing or replacing wood or other hard floors, if requested to by the owners corporation, give the owners corporation a report from an acoustic consultant certifying the acoustic properties of the new floor coverings,
- (f) **Dilapidation Report**
if requested to by the owners corporation, give the owners corporation a dilapidation report (which must include photographs) concerning the areas of the building the owners corporation requires to be included in that report,
- (g) **Bond**
if requested to by the owners corporation, pay a bond to the owners corporation in the sum of \$10,000 or such other amount determined from time to time by the owners corporation,
- (h) **Costs**
pay the reasonable costs of the owners corporation incurred in connection with considering or approving your application for major renovations including any consultant's costs.
- (2) If you have not complied with any of the conditions set out in clause 35.4.1(1) you must not begin the major renovations and if you have already begun the major renovations you must immediately stop them.

35.4.2 During the Major Renovations

During the major renovations you must:

- (a) **Standard of Workmanship**
ensure the major renovations are carried out in a competent and proper manner by appropriately qualified and licensed contractors utilising only first quality materials which are good and suitable for the purpose for which they are used,
- (b) **Quality of Major Renovations**
make certain the major renovations are completed in accordance with any specifications for them and comply with the Building Code of Australia and any applicable Australian Standard (in the event of a conflict, the Building Code of Australia shall prevail),
- (c) **Time for Completion of Major Renovations**
make sure the major renovations are carried out with due diligence and are completed as soon as practicable from the date of commencement,

- (d) **Times for Major Renovations**
 ensure that the major renovations are only carried out between the hours permitted by the Local Council or if the Local Council does not prescribe any such hours then between of 8.00am – 5.00pm on Monday – Friday and 9.00am – 3.00pm on Saturdays (not including public holidays) and are not carried out any other times,
- (e) **Times for Operation of Noisy Equipment**
 make sure that percussion tools and noisy equipment such as jack hammers and tile cutters are only used between 10.00am – 3.00pm on Monday – Friday and that at least 72 hours' notice is given to the occupiers of the other apartments in the building by a sign prominently displayed on the noticeboard before the use of any such tools and equipment,
- (f) **Appearance of Major Renovations**
 ensure the major renovations are carried out and completed in a manner which is in keeping with the rest of the building,
- (g) **Supervision of Major Renovations**
 ensure that the major renovations are adequately supervised and that the common areas are inspected by the supervisor on a daily basis to ensure that the conditions of this by-law are complied with,
- (h) **Noise During Major Renovations**
 ensure the major renovations and your contractors do not create any excessive noise in your apartment or in a common area that is likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (i) **Transportation of Construction Equipment**
 ensure that all construction materials and equipment are transported in accordance with any manner reasonably directed by the owners corporation and in a manner that does not cause damage to the building,
- (j) **Debris**
 ensure that any debris and rubbish associated with or generated by the major renovations is removed from the building strictly in accordance with the reasonable directions of the owners corporation,
- (k) **Storage of Building Materials on Common Areas**
 make sure that no building materials are stored in a common area,
- (l) **Protection of Building**
 protect all areas of the building outside your apartment which are affected by the major renovations from damage, the entry of water or rain and from dirt, dust and debris relating to the major renovations and ensure that all common areas, especially the walls, floors and lift leading to your apartment, are protected by covers and mats when transporting furniture, construction materials, equipment and debris through the building,
- (m) **Building Integrity**
 keep all areas of the building affected by the major renovations structurally sound during the major renovations and make sure that any holes or penetrations made during the major renovations are adequately sealed and waterproofed and, if necessary, fireproofed,
- (n) **Daily Cleaning**
 clean any part of the common areas affected by the major renovations on a daily basis and keep all of those common areas clean, neat and tidy during the major renovations,
- (o) **Interruption to Services**
 minimise any disruption to services in the building and give the occupiers of the other apartments in the building at least 72 hours prior notice of any planned interruption to the services in the building such as water, electricity and television by a sign prominently displayed on the noticeboard before any such disruption,

- (p) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect (and, if applicable, supervise) the major renovations on reasonable notice,
- (q) **Vehicles**
ensure that no contractor's vehicles obstruct the common areas including the driveway areas and passing bay other than on a temporary and non-recurring basis when delivering or removing materials or equipment and then only for such time as is reasonably necessary,
- (r) **Security**
ensure that the security of the building is not compromised and that no external doors of the building are left open and unattended or left open for longer than is reasonably necessary during the major renovations,
- (s) **Variation to Major renovations**
not vary the major renovations without obtaining the prior written approval of the owners corporation,
- (t) **Costs of Major renovations**
pay all costs associated with the major renovations including any costs incurred by the owners corporation engaging a consultant to inspect or supervise the major renovations.

35.4.3 After the Major Renovations

After the major renovations have been completed, you must:

- (a) **Notify the Owners Corporation**
promptly notify the owners corporation that the major renovations have been completed,
- (b) **Access**
give the owners corporation's nominee (which may be its consultant) access to your apartment to inspect the major renovations on reasonable notice,
- (c) **Obtain Planning Certificates**
if required by law, obtain all requisite certificates issued under Part 4A of the Environmental Planning and Assessment Act 1979 approving the major renovations and the occupation of your apartment (such as a compliance certificate and an occupation certificate) and give copies of them to the owners corporation,
- (d) **Restore the Common Areas**
restore all common areas damaged by the major renovations as nearly as possible to the state which they were in immediately prior to commencement of the major renovations,
- (e) **Engineer's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified structural engineer addressed to the owners corporation certifying that the major renovations have been completed in a manner that will not detrimentally affect the structural integrity of the building or any part of it,
- (f) **Expert's Report**
if required by the owners corporation, give the owners corporation a report from a duly qualified building consultant or expert addressed to the owners corporation certifying that the major renovations have been completed in a manner that complies with the Building Code of Australia and any applicable Australian Standards,
- (g) **Acoustic Consultant's Report**

35.4.4 Enduring Obligations

You must:

- (a) **Maintenance of Major Renovations**
properly maintain the major renovations to your apartment and keep them in a reasonable state of good and serviceable repair and, where necessary, renew or replace any part of those major renovations,
- (b) **Repair Damage**
repair any damage caused to another apartment or the common areas by the carrying out of the major renovations in a competent and proper manner,
- (c) **Prevent Excessive Noise**
ensure that any equipment forming part of the major renovations does not create or generate any heat, noise or vibrations that are likely to interfere with the peaceful enjoyment of the occupier of another apartment or of any person lawfully using a common area,
- (d) **Flooring**
if the major renovations involved changes to the floor coverings of your apartment, ensure that the new floor coverings are covered or otherwise treated to an extent sufficient to prevent the transmission from the floor coverings of noise likely to disturb the peaceful enjoyment of the owner or occupier of another apartment (apart from floor coverings in a laundry, lavatory or bathroom),
- (e) **Indemnity**
indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising out of the major renovations or the altered state or use of any of the common areas arising from the major renovations or your breach of this by-law,
- (f) **Insurance**
if required by the owners corporation, make, or permit the owners corporation to make on your behalf, any insurance claim concerning or arising from the major renovations, and use the proceeds of any insurance payment made as a result of an insurance claim to complete the major renovations or repair any damage to the building caused by the major renovations,
- (g) **Comply with the Law**
comply with all statutes, by-laws, regulations, rules and other laws for the time being in force and which are applicable to the major renovations and the requirements of the local council concerning the major renovations (for example, the conditions of the local council's approval of the major renovations, a notice or order issued by the local council or fire safety laws).

35.4 Bond

The owners corporation shall be entitled to apply the bond paid by you under the conditions of this by-law, or any part of it, towards the costs of the owners corporation incurred:

- (a) repairing any damage caused to a common area or any other apartment during or as a result of the major renovations, or
- (b) cleaning any part of the common area as a result of the major renovations, and the owners corporation must refund the bond, or the remaining balance of it, when you notify the owners corporation that the major renovations have been completed and the owners corporation is reasonably satisfied that you have complied with the conditions of this by-law.

35.5 Breach of this By-Law

35.6.1 If you breach any condition of this by-law and fail to rectify that breach within 14 days of service of a written notice from the owners corporation requiring rectification of that breach (or such other period as is specified in the notice), then the owners corporation may:

- (a) rectify the breach,
- (b) enter on any part of the building including your apartment, by its agents, employees or contractors, in accordance with the Act for the purpose of rectifying the breach, and
- (c) recover as a debt due from you the costs of the rectification and the expenses of the owners corporation incurred in recovering those costs including legal costs on an indemnity basis.

35.6.2 Nothing in this clause restricts the rights of or the remedies available to the owners corporation as a consequence of a breach of this by-law.

35.6 Common Property Rights By-Law

35.7.1 Nothing in this by-law detracts from or alters any obligation that arises under sections 108 or 143 of the Act for or in relation to your major renovations.

35.7.2 Nothing in this by-law prevents the owners corporation from requiring, as a condition of approval for your major renovations or otherwise, a separate by-law to be made under section 108 or 143 of the Act for your major renovations in accordance with clause 35.3.2(8)

SPECIAL BY-LAW 36 - ELECTRONIC VOTING AT MEETINGS

36.1 Definitions & Interpretation

36.1.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) "Act" means the Strata Schemes Management Act 2015,
- (b) "electronic means" includes a vote cast via a voting website or electronic application,
- (c) "e-voting" means a vote on a motion cast by email or other electronic means while participating in a meeting from a remote location,
- (d) "e-voting determination" means a determination of the owners corporation or strata committee, by resolution, to permit e-voting,
- (e) "committee meeting" means a meeting of the strata committee,
- (f) "general meeting" means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (g) "meeting" means a committee meeting or a general meeting,
- (h) "motion" means a motion to be considered by the committee, at a committee meeting or at a general meeting,
- (i) "Regulations" means the Strata Schemes Management Regulation 2016,
- (j) "owner" means an owner of a lot in the strata scheme,
- (k) "person" means an owner or a proxy,
- (l) "proxy" means a duly appointed proxy for the purposes of the Act,

- (m) "strata scheme" means the strata scheme to which this by-law applies, and
- (n) "you" means an owner.

36.1.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,
- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

36.2 E-Voting

36.3.1 This by-law applies if the owners corporation or strata committee has made an e-voting determination.

36.3.2 An e-voting determination remains in force until it is revoked.

36.3.3 An e-voting determination may be revoked by a resolution of:

- (a) (in the case of an e-voting determination made by the strata committee) the strata committee or owners corporation; and
- (b) (in the case of an e-voting determination made by the owners corporation) the owners corporation.

36.3.4 The notice of a meeting must include a statement indicating whether or not an e-voting determination has been made and remains in force for any motion included in the agenda of the meeting.

36.3 Rules for E-Voting

36.4.1 E-voting must be conducted by a ballot.

36.4.2 The secretary of the owners corporation must ensure that the form for the electronic ballot paper contains:

- (a) instructions for completing the ballot paper, and
- (b) the motions to be voted on, and
- (c) the means of indicating the voter's choice on the motions to be voted on.

36.4.3 The secretary of the owners corporation must, before the meeting at which e-voting is to be conducted, give each person entitled to vote:

- (a) access to an electronic ballot paper, or to a voting website or electronic application containing an electronic ballot paper, that complies with this by-law, and
- (b) access to information about:
 - (i) how the ballot paper must be completed, and
 - (ii) the deadline for submission of the ballot paper, and
 - (iii) if voting is by email, the address where the ballot paper is to be returned, and
 - (iv) if voting is by other electronic means, the means of accessing the electronic voting system and how the completed electronic ballot paper is to be sent to the secretary, and
- (c) access to an electronic form of declaration requiring the voter to state:
 - (i) his or her name, and
 - (ii) the capacity in which the person is entitled to vote, and
 - (iii) in the case of a motion that requires a special resolution or poll, the voter's unit entitlement, and
 - (iv) if the vote is a proxy vote, the name and capacity of the person who gave the proxy.

36.4.4 Each person entitled to vote and who casts a vote by e-voting must vote in accordance with the instructions contained in the information given by the secretary of the owners corporation.

36.4.5 A ballot paper of a voter who casts a vote by e-voting is informal if the voter has failed to record a vote in accordance with the information provided by the secretary.

36.4.6 If voting is carried out by e-voting using a voting website or other electronic application, the website or application must provide a warning message to a person casting an informal vote that the proposed vote is informal.

36.4.7 If the ballot is a secret ballot, the secretary must ensure that:

- (a) the identity of the voter cannot be ascertained from the form of the electronic ballot paper, and
- (b) the declaration by the voter is dealt with so that it is not capable of being used to identify the voter.

36.4.8 An electronic ballot paper and the form of declaration must be sent to the secretary of the owners corporation no later than the deadline for submission of the ballot paper.

36.4.9 The secretary of the owners corporation must ensure that all electronic ballot papers are stored securely until the counting of the votes begins.

36.4.10 As soon as practicable after the deadline for submission of the ballot paper, the secretary of the owners corporation must:

- (a) review all information and reports about the electronic ballot, and
- (b) reject as informal any votes that do not comply with the requirements of this by-law, and
- (c) ascertain the result of the electronic ballot, and
- (d) make a written or electronic record of the result of the electronic ballot, and
- (e) announce or publish the result of the ballot.

36.4 Obligations of Owners and Proxies

You must take all reasonable steps to ensure that you and any person you appoint as your proxy complies with this by-law.

SPECIAL BY-LAW 37– PROXIES

37.1 Definitions & Interpretation

37.1.1 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) “Act” means the Strata Schemes Management Act 2015,
- (b) “earliest proxy appointment forms” means the proxy appointment forms that were received by the person prior to the proxy threshold being exceeded by that person,
- (c) “meeting” means a general meeting of the owners corporation being an annual general meeting or an extraordinary general meeting,
- (d) “Regulations” means the Strata Schemes Management Regulation 2016,
- (e) “person” means the person referred to in clause 37.2 of this by-law,
- (f) “proxy” means a duly appointed proxy for the purposes of the Act,
- (g) “proxy appointment form” means an instrument appointing a proxy in the form prescribed by the Regulations,
- (h) “proxy election” means a decision identifying the proxy appointment forms the person will and will not use or be able to use at any meeting in relation to which the proxy appointment forms are to operate,
- (i) “proxy giver” means an owner who appoints or purports to appoint a proxy by way of a proxy appointment form,
- (j) “proxy threshold” means the total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution at a meeting, namely:
 - (i) if the strata scheme has 20 lots or less, one,
 - (ii) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
 - (iii) “strata scheme” means the strata scheme to which this by-law applies, and
- (k) “surplus of proxies” means more than one proxy appointment form appointing the person as proxy for a meeting and the total number of proxy appointment forms the person has been given for that meeting:
 - (i) exceeds the proxy threshold for that person, or
 - (ii) results in the proxy threshold being exceeded by that person,
- (l) “you” means the owner of a lot in the strata scheme.

37.1.2 In this by-law, unless the context or subject matter otherwise indicates or requires:

- (a) headings have been inserted for guidance only and do not affect the interpretation of this by-law,
- (b) references to any legislation include any legislation amending, consolidating or replacing the same, and all by-laws, ordinances, proclamations, regulations, rules and other authorities made under them,
- (c) words importing the singular number include the plural and vice versa,
- (d) where any word or phrase is given a definite meaning any part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning,

- (e) any expression used in this by-law and which is defined in the Act will have the same meaning as that expression has in that Act unless a contrary intention is expressed in this by-law,
- (f) the provisions of this by-law operate to the extent permitted by law, and
- (g) if there is any inconsistency between this by-law and any other by-law applicable to the strata scheme, then the provisions of this by-law will prevail to the extent of that inconsistency.

37.2 Rules Where Proxy Threshold Exceeded

37.2.1 If a person has been given a surplus of proxies the person must make a proxy election.

37.2.2 A proxy election must be communicated by that person to the secretary of the owners corporation:

- (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

37.2.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

37.2.4 If that person does not make a proxy election within the time stipulated by clause 37.1 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

37.2.5 A proxy election by that person or the chairperson must:

- (a) give priority to the earliest proxy appointment forms; and
- (a) (in the case of a large strata scheme) at least 24 hours before the meeting in relation to which any of the proxy appointment forms that are the subject of the proxy election are to operate, or
- (b) (in any other case) before the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

37.2.3 A proxy election does not have to be communicated by that person to any proxy giver unless it is a condition of the appointment of that person as proxy of the proxy giver that the person must communicate any proxy election that relates to the proxy giver to the proxy giver.

37.2.4 If that person does not make a proxy election within the time stipulated by clause 37.1 of this by-law, the chairperson must make the proxy election at the meeting in relation to which the proxy appointment forms that are the subject of the proxy election are to operate.

37.2.5 A proxy election by that person or the chairperson must:

- (a) give priority to the earliest proxy appointment forms; and
- (b) result in those earliest proxy appointment forms being able to be used by the person at the meeting in relation to which those proxy appointment forms are to operate.

37.2.6 Despite clause 37.2.5 of this by-law, if that person or the chairperson who makes the proxy election cannot determine the earliest proxy appointment forms, a proxy election may be made in any manner determined by the person or chairperson who makes the proxy election.

Schedule 2 Addition of Special By-Law 38

SPECIAL BY-LAW 38

A by-law with respect to lot 112 works.

1 **Approval of work**

1.1 **Work**

Subject to the conditions herein the Authorised Owner may carry out and keep the Permitted Work.

1.2 **Exclusive use**

Subject to the conditions herein the Authorised Owner has exclusive use of the Exclusive Use Area.

1.3 **Building Works**

In respect of Building Works that the Authorised Owner is required or permitted to carry out under this by-law:

- (a) the Authorised Owner must comply, and those Building Works must comply, with the Building Works Conditions; and
- (b) those Building Works must be undertaken in accordance with, and comply with, any applicable provisions of the Scope of Works.

1.4 **Ongoing maintenance and use**

The Authorised Owner, at their own cost:

- (a) is responsible for the ongoing proper maintenance of, and keeping in a state of good and serviceable repair, the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (b) must renew and replace any fixtures or fittings comprised in the Exclusive Use Area, and must do any Building Works necessary to effect the same;
- (c) must ensure that the Exclusive Use Area is used in accordance with and continues to comply with the requirements hereof and any applicable law or Approval; and
- (d) must ensure that the Exclusive Use Area is kept clean and tidy at all times and free from hazards posing a risk of injury or death to persons or damage to property.

1.5 **Access**

The Authorised Owner must provide the owners corporation with access to the Authorised Lot and the Exclusive Use Area for the purpose of monitoring or enforcing compliance herewith (or if the Authorised Owner is not also the occupier of the Authorised Lot, the Authorised Owner must do all things within their power to procure such access) as follows:

- (a) during a period where Building Works are being carried out, within 24 hours of a request by the owners corporation; or
- (b) in any other case, to the extent otherwise required by law.

1.6 **Indemnity**

The Authorised Owner will indemnify the owners corporation immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the owners corporation in connection with Building Works (or their use) or the use

of the Exclusive Use Area, except to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the owners corporation or of its agents, employees or contractors.

1.7 Default

If the Authorised Owner fails to comply with any obligation hereunder the owners corporation may carry out that obligation and recover the cost of so doing from the Authorised Owner.

1.8 Scope of Works

Any provisions set out in the Scope of Works have effect as if they were provisions hereof. To the extent that any provision in the Scope of Works is inconsistent with any other provision hereof, the provision in the Scope of Works prevails to the extent of that inconsistency.

2 Methods and procedures

2.1 Approvals

In relation to any right granted to a person hereunder, that person must:

- (a) obtain all necessary Approvals (and ensure that all necessary Approvals are obtained) in relation to anything done or omitted to be done by them in the exercise of that right;
- (b) provide a copy of any such Approvals to the owners corporation;
- (c) in the event that such an Approval is required by law (or under the terms of an Approval) to be obtained before doing (or omitting to do) anything, supply a copy of that Approval to the owners corporation before doing (or omitting to do) that thing; and
- (d) provide a copy to the owners corporation of any certificate or document evidencing compliance with such an Approval, being a certificate or document required by law or under the terms of such an Approval to be obtained or provided.

2.2 Consent

On written demand of a person granted a right hereunder, the owners corporation must provide its consent as may be required by any Authority in connection with an exercise by that person of that right, without limitation including by affixing its seal by way of consent to any application to a relevant consent authority for development consent, a construction certificate or a complying development certificate as contemplated by the Environmental Planning and Assessment Act 1979.

2.3 Bond

Where a person is required under a provision hereof to pay a bond to secure compliance with an obligation, except to the extent that provision requires otherwise, that bond:

- (a) is an amount in Australian currency as otherwise provided herein, or in the absence of such provision:
 - (i) as reasonably determined from time to time by the owners corporation; or
 - (ii) in the absence of such a determination, the amount of \$500;
- (b) is payable to the owners corporation prior to the secured obligation arising and, if the owners corporation reasonably directs, in the manner so directed by it from time to time;
- (c) may be applied by the owners corporation against any liability or debt of that person to the owners corporation, including without limitation a debt arising under section 120 of the Management Act in connection with a failure to carry out work required to be carried out by that person in respect of the secured obligation; and

- (d) must be returned by the owners corporation to that person after the expiry of 1 month following the satisfaction or ending of the secured obligation, less any amount deducted by the owners corporation in accordance herewith.

2.4 Acting through others

Except as otherwise provided herein, a person may exercise a right granted to them hereunder, or meet an obligation imposed upon them hereunder, by their servants, agents, or contractors, however that person:

- (a) will not by reason only of so doing be released from that obligation, or release that right; and
- (b) is liable for the acts or omissions of those servants, agents or contractors as fully as if they were those servants, agents or contractors and those acts or omissions were theirs.

2.5 Liability for occupiers and invitees

Except as otherwise provided herein:

- (a) An owner or occupier of a lot must ensure, and must use their best endeavours to ensure, that their invitees, agents, contractors or employees (and, in the case of an owner, any occupier of their lot) comply with any obligations that they have hereunder, or (so far as those obligations are capable of such application) which they would have if those persons were owners or occupiers of lots.
- (b) An owner or occupier of a lot is liable for the acts or omissions of their invitees in breach hereof (and, in the case of an owner, any occupier of their lot) as fully as if those persons were that owner or occupier and those acts or omissions were theirs.

2.6 Exercise of care, skill and compliance with law

Except as otherwise provided herein, a person must, in exercising a right granted to them hereunder, or in meeting an obligation imposed on them hereunder:

- (a) exercise due care and skill; and
- (b) do so in accordance with any applicable law.

2.7 Obligation to do work to remedy breach

An owner or occupier of a lot is required to do any work necessary to remediate any breach by them hereof, including without limitation work to:

- (a) comply with the obligation breached;
- (b) repair any damage caused to the property;
- (c) clean any rubbish, dirt, debris, or staining caused to the property;
- (d) rectify any fault, malfunction or defect caused to any system, service, appliance or apparatus in the property; and
- (e) remediate a breach or non-compliance with any applicable law or the requirements of any Authority affecting the property and caused by that breach.

For the purposes of this clause 2.7 a reference to property includes the common property or personal property vested in the owners corporation.

2.8 Conditions attaching to remedial work

An owner or occupier of a lot who is required to do work under clause 2.7 must, except as may be provided otherwise herein:

- (a) prior to undertaking such work, and upon completion of the work, notify the owners corporation in writing;
- (b) ensure that such work is done within 1 week from the breach requiring remediation, except to the extent otherwise provided herein;

- (c) ensure that such work is done:
 - (i) in accordance with any applicable law and any other applicable requirement hereof; and
 - (ii) in a proper and workmanlike manner and exercising due care and skill.

Note. *If an owner or occupier of a lot fails to do work hereunder the owners corporation may by law be entitled to do that work and recover the cost from that owner or occupier, or any person who becomes the owner of their lot.*

2.9 Power to carry out work and recover costs

Within the meaning of section 120 of the Management Act, if:

- (a) work is required to be carried out by an owner or occupier of a lot under a term or condition hereof; and
- (b) that owner or occupier fails to carry out that work;

then the owners corporation may carry out that work and may recover the cost of carrying out that work from that owner or occupier, or any person who, after the work is carried out, becomes the owner of the lot.

2.10 Application of the Civil Liability Act 2002

- (a) Owners and occupiers of lots acknowledge and agree that:
 - (i) the provisions hereof make express provision for their rights, obligations and liabilities hereunder with respect to all matters to which the Civil Liability Act 2002 applies as contemplated by section 3A(2) of that act; and
 - (ii) to the extent permitted by law, that act does not apply in connection with those rights, obligations and liabilities.
- (b) Any provision hereof that is prevented by Part 2 of the Civil Liability Act 2002 is severed to the extent so prevented.

2.11 Recovery of amounts

Any amount due to the owners corporation in connection herewith is recoverable by the owners corporation as a debt and:

- (a) bears interest as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner); and
- (b) may be recovered by the owners corporation as if it was a contribution unpaid by the owner (or, if the liable person is not an owner of a lot, as if they were such an owner), including as to:
 - (i) any interest payable; and
 - (ii) the expenses of the owners corporation incurred in recovering those amounts.

Note. *The vote of an owner of a lot at a general meeting of the owners corporation may not count by law unless payment has been made before that meeting of amounts recoverable from the owner in connection herewith.*

2.12 Alteration of building affecting lot boundary

An owner of a lot must comply with any obligation they may have under section 19 of the Development Act in respect of the strata scheme from time to time.

3 Definitions and interpretation

3.1 Interpretation

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

- (a) the terms “herein”, “hereunder”, “hereof” and “herewith” mean, respectively, in, under, of and with this by-law;
- (b) the singular includes the plural and vice versa;
- (c) headings, notes, explanatory notes and similar do not form part of these by-laws and do not affect the operation of these by-laws;
- (d) a reference to a document, includes any amendment, replacement or novation of it;
- (e) where any word or phrase is given a definite meaning, any part of speech or other grammatical form of the word or phrase has a corresponding meaning;
- (f) any reference to legislation includes any amending or replacing legislation;
- (g) where words “includes”, “including”, “such as”, “like”, “for example” or similar are used, they are to be read as if immediately followed by the words “without limitation”;
- (h) where no time is specified for compliance with an obligation, that obligation must be complied with within a reasonable time;
- (i) any reference to legislation includes any subordinate legislation or other instrument created thereunder;
- (j) where two or more persons share a right or obligation hereunder, that right may be exercised, and that obligation must be met, jointly and severally;
- (k) where an obligation is imposed on a “person” hereunder, “person” does not include the owners corporation unless expressly provided otherwise; and
- (l) a term defined in the Management Act or Development Act will have the same meaning.

3.2 Functions of the owners corporation

- (a) Without limiting its other functions, the owners corporation has the functions necessary for it to discharge the duties imposed on it, and exercise the powers and authorities conferred on it hereby.
- (b) No provision hereof that grants a right or remedy to the owners corporation limits or restricts any other right or remedy of the owners corporation arising under any other provision of the by-laws of the strata scheme or otherwise at law.

3.3 Severability

- (a) To the extent that any term herein is inconsistent with the Management Act or any other Act or law it is to be severed and the remaining terms herein will be read and be enforceable as if so consistent.
- (b) To the extent that any term herein is inconsistent with another by-law of the strata scheme, the provisions herein prevail to the extent of that inconsistency.

3.4 Definitions

Except to the extent the context otherwise requires, or as is otherwise expressly provided, herein:

Approval means:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

- (b) a development consent or complying development certificate within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) a certificate within the meaning of Division 6.3 of the Environmental Planning and Assessment Act 1979;
- (d) any order, direction or other requirement given or made by an Authority;
- (e) an order made under Division 9.3, 9.4 or 9.5 of the Environmental Planning and Assessment Act 1979; and
- (f) an order made under Part 2 or Part 5 of Chapter 7 of the Local Government Act 1993;

Authorised Lot means lot 112 in the strata scheme bearing folio identifier 112/SP84868;

Authorised Owner means the owner of the Authorised Lot (or, if there is more than one such owner, those owners jointly and severally);

Authority means:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the Environmental Planning and Assessment Act 1979;
- (c) the council having the relevant regulatory functions under Chapter 7 of the Local Government Act 1993; and
- (d) an authorised fire officer within the meaning of Schedule 5 clause 16 of the Environmental Planning and Assessment Act 1979;

Building Works Conditions means the provisions of Annexure A;

Building Works has the meaning given to it in the Building Works Conditions;

common property means the common property in the strata scheme;

Development Act means the Strata Schemes Development Act 2015;

Exclusive Use Area means:

- (a) those parts of the common property which are occupied by the Permitted Works (once complete); and
- (b) any part of the common property that is, as a result of the Permitted Works (once complete) altering the effective physical boundaries of the premises the subject of the Authorised Lot:
 - (i) only accessible from within that premises; or
 - (ii) enclosed within the effective physical boundaries of that premises;

and includes a reference to any common property the ongoing maintenance of which is to be the responsibility of the Authorised Owner in accordance with the Resolution;

Management Act means the Strata Schemes Management Act 2015;

occupier means:

- (a) the occupier of a lot, but only in relation to the lot occupied by that occupier;
- (b) where there is more than one occupier of that lot, means those occupiers jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot occupied by that occupier or occupiers, means that occupier or those occupiers (joint and severally) in respect of each such lot severally;

owner means:

- (a) the owner of a lot, but only in relation to the lot owned by that owner;
- (b) where there is more than one owner of that lot, means those owners jointly and severally, but only in relation to that lot; and
- (c) where there is more than one lot owned by that owner or owners, means that owner or those owners (joint and severally) in respect of each such lot severally;

owners corporation means the owners corporation created on registration of the strata plan;

Permitted Work means Building Works as set out in the Scope of Works.

Resolution means the special resolution of the owners corporation to authorise the Authorised Owner to take such action the subject of section 108(1) of the Management Act as required to carry out works subject to and in accordance herewith, the ongoing maintenance of which is to be the responsibility of the Authorised Owner;

Scope of Works means the Scope of Works in Annexure B;

strata plan means strata plan number 84868; and

strata scheme means the strata scheme relating to the strata plan.

Annexure A Building Works Conditions

1 Building Works Conditions

1.1 General conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval;
- (b) be carried out in a proper and workmanlike manner and only by persons who are duly licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia and not cause the parcel or any part of it to breach either of those codes;
- (d) be fit for their purpose;
- (e) only be carried out using materials belonging to you and not subject to any charge, lien, security interest or similar;
- (f) be carried out with due diligence and expedition and within a reasonable time;
- (g) cause a minimum of disruption to the use of the parcel and a minimum of damage to the parcel;
- (h) in any event, not occasion the occupation or use of open space areas of common property except as otherwise specifically approved in writing by the owners corporation;
- (i) except as otherwise approved by the owners corporation, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is a Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and Midday on a Saturday;
- (j) not cause damage to the parcel or any part of the parcel otherwise than authorised hereunder;
- (k) not adversely affect the structure or support of the parcel;
- (l) not compromise the proper functioning or performance of any existing system or element of the parcel, including without limitation with respect to waterproofing or fire protection; and
- (m) not cause or amount to a nuisance or hazard to other owners or occupiers of lots or interfere unreasonably with the use or enjoyment of the parcel by other owners or occupiers of lots.

1.2 Connection to services

Except as otherwise approved in writing by the owners corporation, to the extent the Building Works are connected to any electrical, gas, water or other services, they must be connected only to such services that are separately metered to your lot (provided such separately metered services are otherwise connected to the lot).

1.3 Cleanliness, protection and rectification

You must:

- (a) ensure the parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure any part of the parcel affected by Building Works is kept clean and tidy and is left clean and tidy on completion of Building Works; and
- (c) if Building Works cause damage to the parcel, rectify that damage, including doing any necessary Building Works.

1.4 Bond

You must, before carrying out Building Works, pay a bond to the owners corporation to secure compliance with your obligations under these Building Works Conditions in respect of those Building Works.

1.5 Plans and specifications

If the owners corporation has not previously been provided with them, you must provide a copy of any plans and specifications relating to Building Works to the owners corporation. Where those plans and specifications relate to any element of Building Works that is proposed to be undertaken, those plans and specifications must be provided to the owners corporation before that element of those Building Works is undertaken.

1.6 Insurance

You must effect and maintain the following insurance (or ensure the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and
- (b) contractors all-risk insurance (including public liability insurance to a limit of not less than \$5,000,000 per event) in respect of the conduct of the Building Works naming the owners corporation as a beneficiary.

1.7 Ownership of works

Building Works form part of the common property only to the extent that they are affixed to the common property and occupy cubic space forming part of the common property.

1.8 Definitions

In addition to the terms otherwise defined herein, in these Building Works Conditions, unless the context otherwise requires:

Building Code of Australia has the meaning given to it under the Environmental Planning and Assessment Act 1979;

Building Works means building works and related products and services that you are required or permitted to put effect to hereunder, and includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and
- (b) as the context may require, a reference to the result of those building works and related products and services being done and supplied; and

National Construction Code means the National Construction Code published by the Australian Building Codes Board from time to time;.

you means a person who is required to comply with these Building Works Conditions, or whose Building Works are required to comply with these Building Works Conditions; and

your has a corresponding meaning to You.

Annexure B Scope of Works

1 Scope of Works

1.1 Bathroom

Renovation of the bathroom of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (b) installation of new cavity sliding door system to create a new entrance, including common property wall penetrations as required;
- (c) installation of new fixtures, fittings, cabinetry, shower, toilet suite and vanity;
- (d) removal of floor and wall tiling;
- (e) installation of shower niche, including penetration of the bathroom common property wall as necessary;
- (f) installation of new floor and wall tiling including waterproofing works; and
- (g) plumbing and electrical works as necessary, including chasing of walls as required and installation of new general power outlets.

1.2 Ensuite

Renovation of the ensuite of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;
- (b) installation of new fixtures, fittings, cabinetry, bathtub, shower, toilet suite and vanity;
- (c) removal of floor and wall tiling;
- (d) installation of shower niche, including penetration of the ensuite common property wall as necessary;
- (e) installation of underfloor heating;
- (f) installation of heated towel ladder;
- (g) installation of new floor and wall tiling including waterproofing works; and
- (h) plumbing and electrical works as necessary, including chasing of walls as required and installation of new general power outlets.

1.3 Kitchen

Renovation of the kitchen of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, appliances and cabinetry;
- (b) installation of new fixtures, fittings, appliances and cabinetry;
- (c) removal of floor and wall coverings;
- (d) installation of new wall coverings;
- (e) installation of floating floorboards, including acoustic underlay; and
- (f) plumbing and electrical works as necessary, including chasing of walls to install new wiring, general power outlets and LED lights.

1.4 Laundry

Renovation of the laundry of the Authorised Lot, including:

- (a) removal of all fixtures, fittings, cabinetry and basin;
- (b) installation of new fixtures, fittings, cabinetry and basin;
- (c) removal of floor and wall tiling;

- (d) installation of new floor and wall tiling including waterproofing works; and
- (e) plumbing and electrical works as necessary, including chasing of walls as required and installation of new general power outlets.

1.5 Entry area

Renovation of the entry area of the Authorised Lot, including:

- (a) removal of the existing tiles; and
- (b) installation of new tiles.

1.6 Pantry

Renovation of the pantry of the Authorised Lot, including:

- (a) removal of the existing pantry gyprock lining to make square with the common property ceiling and walls;
- (b) installation of new cabinetry and appliances; and
- (c) electrical works as required, including the installation of LED strip lighting.

1.7 Electrical work

Renovation of the electrics throughout the Authorised Lot, including:

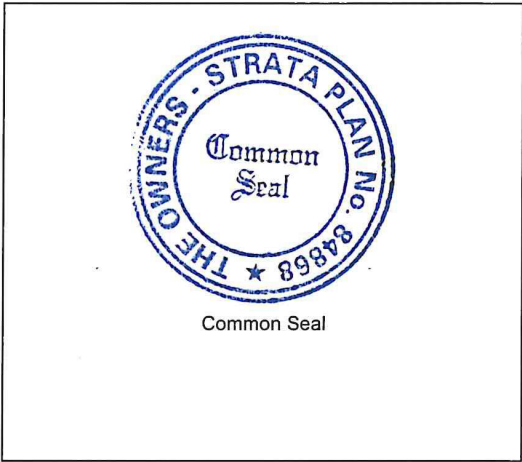
- (a) removal of the existing lighting;
- (b) installation of new downlights;
- (c) replace all double power point general power outlets, switching plates, data and phone sockets;
- (d) installation of new hard wired smoke detector, including penetrations to the common property ceiling and electrical works (as necessary); and
- (e) electrical works as necessary.

Execution

THE COMMON SEAL of **The Owners—Strata Plan No 84868** was hereunto affixed on the date shown in the presence of the following, being the person(s) authorised under section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory

Signature of Authorised Person
Full name of Authorised Person
Capacity of Authorised Person
Address of signatory



20 September 2022
Date of affixing of the Seal

Approved Form 10

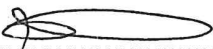
Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners—Strata Plan No 84868 was affixed on ^ 20/09/2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal:

Signature:  Name: ANTHONY MALOON Authority: STRATA MANAGER

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable



DYE & DURHAM PROPERTY PTY LTD
Level 20 535 Bourke St
MELBOURNE VIC 3000

PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Applicant: DYE & DURHAM PROPERTY PTY LTD

Your reference: 81866887:121511241

Address of property: 718 George Street , HAYMARKET NSW 2000

Owner: THE OWNERS - STRATA PLAN NO 84868

Description of land: Lot 101 DP 1160285, Lots 1-247 SP 84868

Certificate No.: 202338746

Certificate Date: 13/11/23

Receipt No:

Fee: \$62.00

Paid: 13/11/23

Title information and the description of land are provided from data supplied by the Valuer General and shown where available.



Issuing Officer
per **Monica Barone**
Chief Executive Officer

CERTIFICATE ENQUIRIES:

Ph: 9265 9333

**PLANNING CERTIFICATE UNDER SECTION 10.7 (2) OF THE ENVIRONMENTAL
PLANNING AND ASSESSMENT ACT, 1979**

**MATTERS AFFECTING THE LAND AS PRESCRIBED BY SCHEDULE 2 -
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021, CLAUSES (1) - (2).**

DEVELOPMENT CONTROLS

The following information must be read in conjunction with and subject to all other provisions of the environmental planning instruments specified in this certificate.

ZONING

Zone SP5 Metropolitan Centre (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
- To permit a diversity of compatible land uses that are characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles, including public transport, walking and cycling.
- To promote land uses with active street frontages within podiums that contribute to the character of the street.
- To promote the efficient and orderly development of land in a compact urban centre.
- To promote a diversity of commercial opportunities varying in size, type and function, including new cultural, social and community facilities.
- To recognise the important role that central Sydney's public spaces, streets and amenity play in a global city.
- To promote the primary role of the zone as a centre for employment and permit residential accommodation and serviced apartments where the accommodation complements employment-generating land uses.

2 Permitted without consent

Nil

3 Permitted with consent

Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Pond-based aquaculture

PROPOSED ZONING

Draft Zone B8 Metropolitan Centre - Planning Proposal (Sydney Local Environmental Plan 2012)

1 Objectives of zone

- To recognise and provide for the pre-eminent role of business, office, retail, entertainment and tourist premises in Australia's participation in the global economy.
- To provide opportunities for an intensity of land uses commensurate with Sydney's global status.
- To permit a diversity of compatible land uses characteristic of Sydney's global status and that serve the workforce, visitors and wider community.
- To encourage the use of alternatives to private motor vehicles such as public transport, walking or cycling.
- To promote uses with active street frontages within podiums that contribute to the vitality, life and existing character of the street.
- To promote the efficient and orderly development of land in a compact urban centre.
- To promote a diversity of commercial opportunities varying in size, type and function, including new cultural, social and community facilities.
- To recognise and reinforce the important role that Central Sydney's public spaces, streets and their amenity play in a global city.
- Promote the primary role of the zone as a centre for employment and permit residential and serviced apartment accommodation where they complement employment generating uses.

2 Permitted without consent

Nil

3 Permitted with consent

Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Information and education facilities; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Tourist and visitor accommodation; Any other development not specified in item 2 or 4

4 Prohibited

Nil

LOCAL PLANNING CONTROLS

**Sydney Local Environmental Plan 2012 (as amended) – Published 14 December 2012
NSW Legislation Website.**

Sydney Development Control Plan 2012 (as amended) - (commenced 14.12.2012)

Planning Proposal: Affordable Housing Program Update 2022:

This Planning Proposal is to amend the Sydney Local Environmental Plan 2012 (Sydney LEP 2012), the Sydney Local Environmental Plan (Green Square Town Centre) 2013, and Sydney Local Environmental Plan (Green Square Town Centre – Stage 2) 2013 (the Green Square Town Centre LEPs). Generally, the intended outcome of this planning proposal is to increase the amount of affordable housing in the City of Sydney local government area.

HERITAGE

State Heritage Register (Amendment To Heritage Act, 1977 Gazetted 2/4/99)

This property may be identified as being of state heritage significance, and entered on the State Heritage Register.

To confirm whether the site is listed under the Heritage Act 1977 a Section 167 Certificate should be obtained from the NSW Heritage Office by contacting the NSW Heritage office on (02) 9873 8500 for an application form or by downloading the application form from

www.heritage.nsw.gov.au

STATE PLANNING INSTRUMENTS

Full copies of State Environmental Planning Policies are available online at www.planning.nsw.gov.au.

State Environmental Planning Policy No. 55 – Remediation of Land

This policy provides planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is

developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

This policy aims to improve the design quality of flats of three or more storeys with four or more self contained dwellings. The policy sets out a series of design principles for local councils to consider when assessing development proposals for residential flat development. The policy also creates a role for an independent design review panel and requires the involvement of a qualified designer in the design and approval process.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

This Policy Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, in the General Housing Code, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

State Environmental Planning Policy (Housing) 2021

The principles of this Policy are as follows:

- (a) enabling the development of diverse housing types, including purpose-built rental housing,
- (b) encouraging the development of housing that will meet the needs of more vulnerable members of the community, including very low to moderate income households, seniors and people with a disability,
- (c) ensuring new housing development provides residents with a reasonable level of amenity,
- (d) promoting the planning and delivery of housing in locations where it will make good use of existing and planned infrastructure and services,
- (e) minimising adverse climate and environmental impacts of new housing development,
- (f) reinforcing the importance of designing housing in a way that reflects and enhances its locality,

- (g) supporting short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impacts from this use,
- (h) mitigating the loss of existing affordable rental housing.

State Environmental Planning Policy (Planning Systems) 2021

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This SEPP contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

This SEPP contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This SEPP contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

This SEPP contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

This SEPP contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Precincts—Eastern Harbour City) 2021

This SEPP contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this SEPP are located in the Eastern Harbour City. This city is based the strategic planning vision of the ‘three cities’ regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Sustainable Buildings) 2022

Encourages the design and delivery of more sustainable buildings across NSW. It sets sustainability standards for residential and non-residential development and starts the process of measuring and reporting on the embodied emissions of construction materials.

The standards for energy use that apply to large commercial development contained in the SEPP do not apply to land in the City of Sydney LGA except to the extent the development relates to prescribed serviced apartments.

(3) Contribution plans

The following Contributions Plans apply to properties within the City of Sydney local government area. Contributions plans marked **YES** may apply to this property:

▪ Central Sydney Development Contributions Plan 2020 – in operation 26 th November 2021	YES
▪ City of Sydney Development Contributions Plan 2015 – in operation 1 st July 2016	NO
▪ Redfern Waterloo Authority Affordable Housing Contributions Plan – in operation 16 th May 2007	NO

Notes:

- An affordable housing contribution may be payable as part of a development application or planning proposal under The City of Sydney Affordable Housing Program (Program) – in operation 1st July 2021.
- The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. Housing and Productivity Contributions may be payable to the NSW Government for certain new development. Details of these contributions are available here: <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system#housing-and-productivity-contribution>. Inquiries can be directed to the NSW Government through this email address: hpc.enquiry@planning.nsw.gov.au

(4) Complying Development

- (1) If the land is land on which complying development may be carried out under each of the complying development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of complying development. Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Clause 1.12 does not apply to the land in the City of Sydney LGA

Housing Code & Commercial and Industrial (New Buildings and Additions) Code and Low Rise Housing Diversity Code

Complying development **may not** be carried out on the land under the Housing Code, the Commercial and Industrial (New Buildings and Additions) Code and the Low Rise Housing Diversity Code if because of the provisions of clause 1.17A, 1.18(1)(c3) & 1.19 (Land-based requirements for exempt and complying development) any of the following statements are **YES**.

▪ Clause 1.19(5)d. Land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997. (Applies only to the Commercial and Industrial (New Buildings and Additions) Code.	NO
▪ Clause 1.17A(d). Has been identified as a property that comprises, or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or that is subject to an interim heritage order under the <i>Heritage Act 1977</i> .	NO
▪ Clause 1.17A(d) & 1.18(1)(c3). Has been identified as a property that comprises, or on which there is, a heritage item or draft heritage item.	NO
▪ Clause 1.17A(c). Has been identified as being within a wilderness area (identified under the <i>Wilderness Act 1987</i> .	NO
▪ Clause 1.17A(e) & 1.19(1)e or 1.19(5)f. Has been identified as land that is within an environmentally sensitive area or by an environmental planning instrument as being within a buffer area, a river front area, an ecologically sensitive area, environmentally sensitive land or a protected area	NO
▪ Clause 1.19(1)a.or 1.19(5)a Has been identified as being within a heritage conservation area or a draft heritage conservation area.	NO
▪ Clause 1.19(1)b or 1.19(5)b. Has been identified as being land that is reserved for a public purpose in an environmental planning instrument.	NO
▪ Clause 1.19(1)c or 1.19(5)c. Has been identified as being on an Acid Sulfate Soils Map as being Class 1 or Class 2.	NO
▪ Clause 1.19(1)d or 1.19(5)e. Has been identified as land that is subject to a biobanking agreement under part 7A of the threatened Species Conservation Act 1995 or a property vegetation plan under the Native Vegetation Act 2003.	NO
▪ Clause 1.19(1)f or 1.19(5)g. Has been identified by an environmental planning instrument, a development control plan or a policy adopted by the Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.	NO

<ul style="list-style-type: none"> ▪ Clause 1.19(1)g or 1.19(5)h. Has been identified as being land in a foreshore area. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)h. Has been identified as land that is in the 25 ANEF contour or a higher ANEF contour. (Applies to the Housing Code & Low Rise Housing Diversity Code) 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)j or 1.19(5)i. Has been identified as unsewered land within a drinking water catchment. 	NO
<ul style="list-style-type: none"> ▪ Clause 1.19(1)i. Has been identified as land that is declared to be a special area under the Sydney Water Catchment Management Act 1998. 	NO

Housing Internal Alterations Code

Complying development under the Housing Alterations Code **may** be carried out on the land.

Commercial and Industrial Alterations Code

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

Subdivisions Code

Complying development under the Subdivisions Code **may** be carried out on the land.

Rural Housing Code

The Rural Housing Code does not apply to this Local Government Area.

General Development Code

Complying development under the General Development Code **may** be carried out on the land.

Demolition Code

Complying development under the Demolition Code **may** be carried out on the land.

(5) Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.
- (2) If exempt development may not be carried out on that land because of 1 of those clauses, the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: *If any restrictions apply to this land, or to part of this land, which may preclude the carrying out of exempt development. Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*

Clause 1.12 does not apply to the land in the City of Sydney LGA

All Exempt and Complying Development Codes

Exempt development under each of the exempt development codes **may** be carried out on the land.

(6) Affected building notices and building product rectification orders

- (1)
 - (a) The land to which the certificate relates is not subject to any affected building notice of which Council is aware.
 - (b) The land to which the certificate relates is not subject to any building product rectification order of which Council is aware and has not been fully complied with.

- (c) The land to which the certificate relates is not subject to any notice of intention to make a building product rectification order of which Council is aware and is outstanding.

- (2) In this section:

affected building notice has the same meaning as in Part 4 of the [Building Products \(Safety\) Act 2017](#).

building product rectification order has the same meaning as in the [Building Products \(Safety\) Act 2017](#).

(7) Land reserved for acquisition

No environmental planning instrument, or proposed environmental planning instrument applying to the land, provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

(8) Road Widening and/or Road Realignment affected by (a) Division 2 of Part 3 of the Roads act 1993 or (c) any resolution of council or other authority.

This land **is not** affected by road widening and/or road realignment under section 25 of the Roads Act, 1993 and/or resolution of Council or any other authority.

(8) Road Widening and/or Road Realignment Affected by (b) any environmental planning instrument.

This land **is not** affected by any road widening or road realignment under any planning instrument.

(9) Flood related development controls information.

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Property is within the flood planning area	YES
Property is outside the flood planning area	NO
Property is within a buffer zone	NO

- (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Property is between the flood planning area and probable maximum flood.	YES
Property is outside the flood planning area and probable maximum flood	NO
Property is within a buffer zone	NO

(3) In this section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

(10) Council and other public authorities policies on hazard risk restrictions:

- (a) The land **is not** affected by a policy adopted by the Council that that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk; and
- (b) The land **is not** affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to on planning certificate issued by Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

(11) Bush fire prone land

The land has not been identified as Bush fire prone land.

(12) Loose-fill asbestos insulation

Not Applicable.

(13) Mine Subsidence District

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of the mine subsidence compensation act, 2017.

(14) Paper subdivision information

Not Applicable.

(15) Property vegetation plans

Not Applicable.

(16) Biodiversity Stewardship sites

Not Applicable.

(17) Biodiversity certified land

The land has not been certified as biodiversity certified land.

(18) Orders under Trees (Disputes Between Neighbours) Act 2006

Council has not been notified of an order which has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

(19) Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

(20) Western Sydney Aerotropolis

Not Applicable.

(21) Development consent conditions for seniors housing

[*State Environmental Planning Policy \(Housing\) 2021*](#), Chapter 3, Part 5 does *not* apply to the land to which the certificate relates.

(22) Site compatibility certificates and development consent conditions for affordable rental housing

- (1) The land to which the certificate relates is not subject to a current site compatibility certificate under [*State Environmental Planning Policy \(Housing\) 2021*](#), and is not subject to a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land.

- (2) [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 does not apply to the land which the certificate relates.
- (3) The land to which the certificate relates is not subject to any conditions of development consent in relation to land of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section:

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

Note. The following matters are prescribed by section 59 (2) of the [Contaminated Land Management Act 1997](#) as additional matters to be specified in a planning certificate:

- (a) The land to which the certificate relates **is not** declared to be **significantly contaminated land** within the meaning of that act as at the date when the certificate is issued.
- (b) The land to which the certificate relates **is not** subject to a **management order** within the meaning of that act as at the date when the certificate is issued.
- (c) The land to which the certificate relates **is not** the subject of an **approved voluntary management proposal** within the meaning of that act at the date the certificate is issued.
- (d) The land to which the certificate relates **is not** the subject of an **ongoing maintenance order** within the meaning of that act as at the date when the certificate is issued.
- (e) As at the date when the certificate is issued, Council **has not** identified that a **site audit statement** within the meaning of that act has been received in respect of the land the subject of the certificate.

PLANNING CERTIFICATE SECTION 10.7 (2) INFORMATION:

Information provided in accordance with planning certificate section 10.7 (2) has been taken from council's records and advice from other authorities but council disclaims all liability for any omission or inaccuracy in the information. Specific inquiry should be made where doubt exists.

For information regarding outstanding notices and orders a CERTIFICATE FOR OUTSTANDING NOTICES OF INTENTION AND/OR AN ORDER may be obtained by applying for a certificate under clause 41 of Schedule 5 of the Environmental Planning and Assessment Act and Section 735A of the Local Government Act. Planning certificate section 10.7 (2), local planning controls are available online at www.cityofsydney.nsw.gov.au

General Enquiries:

Telephone: 02 9265 9333

Town Hall House

Level 2

Town Hall House

456 Kent Street

Sydney

8am – 6pm Monday - Friday

State planning controls are available online at www.legislation.nsw.gov.au

Where planning certificate section 10.7 (5) matters are supplied, complete details are available by writing to:

Chief Executive Officer
City of Sydney
G.P.O. Box 1591
Sydney NSW 2000

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This diagram was supplied to Sydney Water by the charter / driver whose licence number appears on it. It has been drawn to show the approximate location of the private sewage service pipes and may not be accurate. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be checked by obtaining a Service Location Print from Sydney Water.

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SYMBOLS AND ABBREVIATIONS

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

